

MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
AUGUST 16, 2011 AT 6:00 P.M.
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094



NOTICE is hereby given of a meeting of the City Council of the City of Murphy, Collin County, State of Texas, to be held on August 16, 2011 at Murphy City Hall for the purpose of considering the following items. The City Council of the City of Murphy, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

Bret Baldwin
Mayor

ROLL CALL & CERTIFICATION OF A QUORUM

John Daugherty
Mayor Pro Tem

PUBLIC COMMENTS

Colleen Halbert
Deputy Mayor Pro Tem

CONSENT AGENDA

All consent agenda items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and voted on separately.

Dennis Richmond
Councilmember

A. Approval of the Minutes from the Special Meetings of July 26 and July 28, 2011, and the Regular Meeting of August 2, 2011.

Scott Bradley
Councilmember

B. Consider and/or act upon approval of an ordinance approving a negotiated resolution between the Atmos cities steering committee ("ACSC" or "Steering Committee") and Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company") regarding the company's fourth annual rate review mechanism ("RRM") filing in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; requiring the company to reimburse cities' reasonable ratemaking expenses; and repealing conflicting resolutions or ordinances.

Bernard Grant
Councilmember

Dave Brandon
Councilmember

C. Consider and/or act upon a Resolution authorizing the City Manager to execute a two year Interlocal Agreement between North Central Texas Council of Governments (NCTCOG) and City of Murphy for 911 Services.

INDIVIDUAL CONSIDERATION

1. Consider and/or act upon the issuance of a special permit to allow a fireworks display during the Murphy Maize Days celebration on September 24, 2011.

James Fisher
City Manager

2. Consider and/or act upon approval of a professional services contract with Dunkin Sims Stoffels Inc., for architectural services for buildings, parking, and other facilities needed with the Murphy Central Park Project.

3. Consider and/ or act upon award of bid contract to relocate water and sewer lines on North Murphy Road for the upcoming TXDOT road widening project/ FM 2551.
4. Consider and/or act upon approval of an Ordinance amending the Murphy Code of Ordinances Chapter 30, Article II (Smoking) Section 21, Definitions; Section 23, Smoking prohibited in certain public areas; Section 27, where smoking is not prohibited, adding a new section, Section 28, to provide for air circulation and ventilation; providing for a penalty not to exceed five hundred dollars (\$500) for each offense; providing severability, repealer, and savings clauses; and providing an effective date.
5. Consider and/or act upon the request to prepare construction documents for the widening of the north loop of City Hall Drive and the extension of the parking lot in front of City Hall.
6. Consider and/or act upon the consideration of closing Tom Clevenger Drive from North Murphy Road east to City Hall Drive.
7. Consider and/ or act upon an ordinance of the City Council of the City of Murphy, Texas, repealing Ordinance No. 06-07-699 in its entirety, repealing Ordinance No. 11-03-875, amending article 82, section ix, drought contingency and water emergency response plan; establishing procedures and criteria for declaring a water emergency and implementing and terminating drought response stages; establishing restrictions on certain water uses during drought response stages; establishing penalties for violating the restrictions and provisions for enforcement of these restrictions; establishing procedures for granting variances; providing for the adequate watering of landscaping and new grass; providing a severability clause; providing a penalty clause; and providing an effective date.

DISCUSSION

- Discussion regarding the maintenance of the Timbers subdivision drainage ditches
- Discussion regarding Senate Bill 100 and election implications.

CITY MANAGER/STAFF REPORTS

- August 18 – CLC meeting at 7:30 am
- August 30 – Special Meeting – 1st Public Hearing on Budget/Tax
- September 5 – Labor Day Holiday – City Offices Closed
- September 6 – City Council Meeting – 2nd Public Hearing on Budget /Tax
- September 20 – Budget/Tax Rate adoption

EXECUTIVE SESSION

The City Council will hold a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

- §551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving *Michael Cantrell v. City of Murphy, et al.*, Cause No. 6:09-cv-225.
- §551.072. Deliberation regarding real property; to deliberate the purchase, exchange, lease, or value of real property.

RECONVENE INTO REGULAR SESSION

The City Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

- §551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving *Michael Cantrell v. City of Murphy, et al.*, Cause No. 6:09-cv-225.
- §551.072. Deliberation regarding real property; to deliberate the purchase, exchange, lease, or value of real property.

ADJOURNMENT

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, TX 75094; a place convenient and readily accessible to the public at all times, and said notice was posted on August 12, 2011 by 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

Joy Hart, TRMC
Executive Assistant

In compliance with the American with Disabilities Act, the City of Murphy will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 972.468.4011 or anemer@murphytx.org

DRAFT

**MINUTES
SPECIAL CITY COUNCIL WORK SESSION
CITY OF MURPHY
206 North Murphy Road
Murphy, Texas**

**July 26, 2011
6:00 P.M.**

CALL TO ORDER

Mayor Baldwin called the meeting to order at 6:05 p.m.

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL & CERTIFICATION OF A QUORUM

Secretary Nemer certified a quorum with the following:

Council Present

Mayor Bret Baldwin
Mayor Pro Tem John Daugherty
Deputy Mayor Pro Tem Colleen Halbert
Councilmember Dennis Richmond – arrived at 6:35 p.m.
Councilmember Scott Bradley
Councilmember Bernard Grant
Councilmember Dave Brandon

PUBLIC COMMENTS

No public comments were submitted.

WORK SESSION

• **FY2012 Budget**

Council and staff discussed the following items related to the FY2012 budget:

- Impact of proposed Walmart - \$140,000 -150,000 development fees and additional revenue
- Discussion regarding removing Walmart revenues from budget and amending budget as needed
- Determined to leave Walmart revenues in –very conservative budget; have alternative plan
- Staff projecting 50 home builds – conservative
- \$850,000 transfer from Utility Billing fund
- \$450,000 transfer from Reserve fund
- \$300,000 transfer from 4B (Murphy Community Development Corp) for recreation programs
- Discussion regarding the use of the transferred funds from the Reserve Fund
- \$450,000 transfer is for Capital Items -\$681,000 in projected capital expenses
- Discussion regarding \$300,000 transfer paying for operations
- Discussion regarding the use of 4B and possible combining of 4A (Murphy Economic Development Corp) and 4B
- Discussion regarding new employees vs. Animal Shelter
- Animal Shelter will be moved to 2013
- Increase in contractual services –mowing; more information to be provided
- Electricity costs in parks –to be confirmed

DRAFT

- \$5000 cut from Police Department budget per staff for pole mounted speed signage – discussion to add back to budget
- Capital Expenditures –would like to see separate capital list to be approved with budget
- Proposed new personnel
 - 1 part time EMS Coordinator
 - 2 Communication Officers
 - 1 Court Clerk
 - 1 Code Enforcement Officer
 - 1 Firefighter
 - 1 Network Administrator
 - 1 Recreation Coordinator
 - 5 part time Recreation Specialists
- Utility Fund discussion will take place at the July 28 Budget Work Session

ADJOURNMENT

With no further business, the meeting was adjourned at 9:15 p.m.

APPROVED BY:

Bret M. Baldwin, Mayor

ATTEST:

Aimee Nemer, City Secretary

DRAFT

**MINUTES
SPECIAL CITY COUNCIL WORK SESSION
CITY OF MURPHY
206 North Murphy Road
Murphy, Texas**

**July 28, 2011
6:00 P.M.**

CALL TO ORDER

Mayor Baldwin called the meeting to order at 6:01 p.m.

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL & CERTIFICATION OF A QUORUM

Joy Hart, Executive Assistant, certified a quorum with the following:

Council Present

Mayor Bret Baldwin

Mayor Pro Tem John Daugherty

Deputy Mayor Pro Tem Colleen Halbert

Councilmember Bernard Grant

Councilmember Scott Bradley

Councilmember Dave Brandon

Council Absent

Councilmember Dennis Richmond

EXECUTIVE SESSION

The City Council will hold a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

§551.074 Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge.

§551.071 Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding development issues.

Council Action

Council convened into Executive Session at 6:03 p.m. Councilmember Grant recused himself from the §551.071 discussion.

RECONVENE INTO WORK SESSION

The City Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

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§551.074 Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge.

§551.071 Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding development issues.

Council Action

No action was taken.

WORK SESSION

- Discussion regarding FY2012 Annual Budget.

Deputy Mayor Pro Tem Halbert left the meeting at 8:18 p.m.

ADJOURNMENT

The meeting was adjourned at 8:56 p.m.

APPROVED BY:

Bret M. Baldwin, Mayor

ATTEST:

Aimee Nemer, City Secretary

DRAFT

**MINUTES
REGULAR CITY COUNCIL MEETING
CITY OF MURPHY
206 North Murphy Road
Murphy, Texas**

**August 2, 2011
6:00 P.M.**

CALL TO ORDER

Mayor Baldwin called the meeting to order at 6:00 p.m.

INVOCATION & PLEDGE OF ALLEGIANCE

Councilmember Richmond gave the invocation and led the Pledge of Allegiance.

ROLL CALL & CERTIFICATION OF A QUORUM

Secretary Nemer certified a quorum with the following:

Council Present

Mayor Bret Baldwin
Mayor Pro Tem John Daugherty
Deputy Mayor Pro Tem Colleen Halbert
Councilmember Dennis Richmond
Councilmember Scott Bradley
Councilmember Bernard Grant
Councilmember Dave Brandon

PUBLIC COMMENTS

Mr. Keith Patton addressed Council requesting that the trees on City property be trimmed under the power lines.

Mr. Robert Wynn addressed Council regarding the request for a streetlight at the corner of Midstream and Lochwood. Mr. Wynn explained the need for the streetlight and explained that he had initiated the request through the homeowner's association. Mr. Wynn requested that Council consider approval of the installation.

CONSENT AGENDA

All consent agenda items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and voted on separately.

A. Approval of the July 19, 2011 Regular City Council Meeting Minutes.

B. Consider and/or act upon approval of a resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of 10 cents per capita to the Steering Committee to fund regulatory and related activities related to Oncor Electric Delivery Company LLC.

Council Action

Councilmember Daugherty moved to approve the Consent Agenda, Items A-B as presented. Councilmember Richmond seconded the motion. A vote was taken and passed, 7-0.

INDIVIDUAL CONSIDERATION**Council Action**

Prior to the Individual Consideration Items, Council convened into Executive Session at 6:05 p.m. under the following:

§551.074 Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge.

Council reconvened into Regular Session at 6:32 p.m. and took the following action:

Councilmember Daugherty moved to appoint Chrissi Gumbert as Municipal Judge and have the City Attorney draft an employment agreement. Councilmember Grant seconded the motion. A vote was taken and passed, 7-0.

1. Consider and/or act upon a request for installation of a street light at the corner of Midstream and Lochwood.

Council Action

Councilmember Halbert moved to allow the construction of a street light to be paid for by others (not the city) with the monthly electricity costs to be paid for by the City of Murphy. Councilmember Daugherty seconded the motion. A vote was taken and passed, 7-0.

2. Consider and/or act upon authorizing the purchase of an Extended Terrain Vehicle for Special Event Emergency Medical Services and small grass fire responses for a purchase price not to exceed \$32,000.

Council Action

There was no action on this item. Council requested more information on more generic options with multi-purpose use.

3. Consider and/or act upon reallocation of the 2008 park and trail bond funds.

Council Action

There was no action on this item.

4. Consider and/ or act upon authorizing HOK to proceed with bidding of the Liberty Ridge Park Construction Project.

Council Action

There was no action on this item. Councilmember Halbert expressed concern with the contemporary design of the pavilion after the input received from the residents was to match the neighborhood. Staff stated this item would be brought back with design features such as stone or brick columns, concrete where needed, and a design that will compliment the neighborhood.

5. Consider and/ or act upon authorizing Dunkin Sims Stoffels, Inc. to proceed with the construction documents of the Murphy Central Park and Maxwell Creek Trail Expansion Phase I Construction Project.

Public Comments

Mr. Keith Patton addressed Council and stated that the residents in Willow Wood would prefer 1 multi-purpose field verses two for as long as possible. He expressed concerns with forcing traffic through the neighborhood.

Council Action

Councilmember Halbert moved to authorize Dunkin Sims Stoffels, Inc. to proceed with construction documents for Phase 1 of the Murphy Central Park and Maxwell Creek Trail Expansion, eliminating the following:

Add Alternates –Park Elements

- 11. Bleacher Concrete
- 12. Bleacher Shade Structures

Add Alternates – Amphitheater

- 1. Stone Columns
- 2. Steel Arch
- 3. Stone Seating
- 5. Accent Lighting (Electrical)

DISCUSSION ITEMS

6. Discussion regarding a professional services contract with Dunkin Sims Stoffels Inc., for architectural services for buildings, parking, and other facilities needed with the Murphy Central Park Project.

Council Discussion

There was no action on this item. A new contract proposal will be brought back to Council for consideration based on the authorization to provide construction documents for Murphy Central Park.

7. Discussion regarding combining the Murphy Economic Development Corporation (4A) and the Murphy Community Development Corporation (4B) by a Special Election.

Council Discussion

There was no action on this item. City Manager Fisher explained that combining 4A (Murphy Economic Development Corporation) and 4B (Murphy Community Development Corporation) would not garner an increase of the half cent from 4A. Mr. Fisher explained that a Municipal Development District could be created that would essentially function as 4B, but with more flexibility. Mr. Fisher provided handouts with comparison charts for Council to review. He stated that this item would be discussed in a Joint Work Session with the 4A and 4B boards on August 9, 2011.

Council requested to know the current funds and current commitment of funds and the status of those if 4A is dissolved.

CITY MANAGER/STAFF REPORTS

City Manager Fisher reported on the following:

- **Aug 9 – Special Meeting -Present Budget/Joint Meeting with 4A/4B**
- **Aug 16 – Regular Council Meeting**
- **Aug 18 – CLC Meeting 7:30 am**
- **Aug 30 – Special Meeting - 1st Public Hearing on Budget/Tax**
- **Sept 6 –Regular City Council Meeting – 2nd Public Hearing on Budget/Tax**
- **North Murphy Road Utility Relocation Project**

Additionally, Mr. Fisher reported on the following:

August 27th –Electronic Recycling

August 9 – North Texas Municipal Water District has initiated Stage 2 and Staff will ask Council to authorize Stage 2 implementation, restricting watering between the hours of 10 am and 6 pm, at the August 9th meeting.

EXECUTIVE SESSION

The City Council will hold a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

- §551.074 Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge.**
- §551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving *Michael Cantrell v. City of Murphy, et al.*, Cause No. 6:09-cv-225.**
- §551.071 Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding development and referendum issues.**
- §551.072. Deliberation regarding real property; to deliberate the purchase, exchange, lease, or value of real property.**

Council Action

Council convened into Executive Session under 551.071 (Cantrell), 551.071 (Development Issues), and 551.072 (Real Property) at 8:35 p.m. Councilmember Grant was not present in Executive Session for the discussion of 551.071 (Development Issues) due to a previously stated conflict of interest.

RECONVENE INTO REGULAR SESSION

The City Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

§551.074 Personnel Matters – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge.

§551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving *Michael Cantrell v. City of Murphy, et al.*, Cause No. 6:09-cv-225.

§551.071 Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding development and referendum issues.

§551.072. Deliberation regarding real property; to deliberate the purchase, exchange, lease, or value of real property.

Council Action

Council reconvened into Regular Session at 8:48. There was no action taken as a result of the Executive Session for 551.071 (Cantrell), 551.071 (Development Issues), or 551.072 (Real Property).

WORK SESSION

- **FY2012 Budget**

Council Discussion

City Manager Fisher reported that \$300,000.00 has been cut from the proposed budget. Council was provided a summary of the reductions.

There was some discussion regarding 4B (Murphy Community Development Corporation) funding operations. Mr. Fisher requested Council to give direction to the 4B board on funding needs.

Mr. Fisher requested Council to give direction on the effective tax rate. Staff explained that the debt service rate calculated by Collin County through the effective tax rate calculation is .255007. The effective tax rate calculated by Collin County is .571206. The operations and maintenance rate is .317493. Council gave direction to round the effective tax rate to .5725, noting that the City has been buying down this rate as operation costs and services have increased over the past several years.

ADJOURNMENT

With no further business, the meeting was adjourned at 9:13 p.m.

APPROVED BY:

Bret M. Baldwin, Mayor

ATTEST:

Aimee Nemer, City Secretary

Issue

Consider and/or act upon approval of an ordinance approving a negotiated resolution between the Atmos cities steering committee ("ACSC" or "Steering Committee") and Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company") regarding the company's fourth annual rate review mechanism ("RRM") filing in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; requiring the company to reimburse cities' reasonable ratemaking expenses; and repealing conflicting resolutions or ordinances.

Background

The City, along with approximately 154 other cities served by Atmos Energy Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC" or "Steering Committee"). On or about April 1, 2011, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism ("RRM") tariff approved by the City as part of the settlement of the Atmos Mid-Tex 2007 Statement of Intent to increase rates. This is the fourth annual RRM filing.

The Atmos Mid-Tex RRM filing sought a \$15.7 million rate increase. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. The Ordinance and attached rate and RRM tariffs are the result of negotiations between ACSC and the Company to resolve issues raised by ACSC during the review and evaluation of ACSC's RRM filing. The Ordinance resolves the Company's RRM filing by authorizing supplemental revenue of \$6.6 million to be recovered through the customer charge component of rates to cover direct incremental costs associated with a steel service line replacement program approved as part of last year's rate adjustment. All other relief requested by Atmos Mid-Tex is denied.

RRM Background:

The RRM tariff was approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. Atmos Mid-Tex's current action represents an extension to the three-year trial project known as the Rate Review Mechanism ("RRM") process. The RRM process was created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively authorized GRIP surcharge process. ACSC opposed GRIP because it constituted piecemeal ratemaking, did not allow any reasonableness review, and did not allow participation by cities or recovery of cities' rate case expenses. The RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings during the three-year trial period specified by the tariff.

Purpose of the Ordinance:

Rates cannot change and the Settlement Agreement with Atmos Mid-Tex cannot be implemented without passage of rate ordinances by cities. No related matter is pending at the Railroad Commission. The purpose of the Ordinance is to approve rate tariffs ("Attachment A") that reflect the negotiated rate change pursuant to the RRM process and to ratify a Settlement Agreement recommended by the ACSC Settlement Committee and Executive Committee.

As a result of the negotiations, ACSC was able to reduce the Company's requested \$15.7 million RRM increase to \$6.6 million, allowing only incremental revenues necessary to cover direct costs associated with the steel service line replacement program approved by ACSC Cities in 2010. Approval of the Ordinance will result in the implementation of new rates that increase Atmos Mid-Tex's revenues effective September 1, 2011.

Reasons Justifying Approval of the Negotiated Resolution:

During the time that the City has retained original jurisdiction in this case, consultants working on behalf of ACSC cities have investigated the support for the Company's requested rate increase. While the evidence does not support the \$15.7 million increase requested by the Company, ACSC consultants agree that the Company can justify an increase in revenues of \$6.6 million, a result consistent with Cities' approval of a steel service line replacement program last year. The agreement on \$6.6 million is a compromise between the positions of the parties.

The Settlement Agreement of 2010 which included an extension of the RRM process, included an allowance for recovery of direct costs, excluding overheads, of the steel service line replacement program. Current year recovery factors of \$00.15 for residential customers and \$00.41 for commercial customers per month were authorized last year. The 2010 Settlement Agreement contemplated that the steel service line replacement program would be adjusted annually, but shall be capped at \$00.44 cents for residential customers and \$1.22 for commercial customers. The increase in this case is consistent with the caps contemplated last year for the steel service line replacement program, and nothing more.

The alternative to a settlement of the RRM filing would be a contested case proceeding before the Railroad Commission on the Company's current application, would take several months and cost ratepayers millions of dollars in rate case expenses, and would not likely produce a result more favorable than that to be produced by the settlement. The ACSC Settlement Committee recommends that ACSC members take action to approve the Ordinance authorizing new rate tariffs.

Steel Service Line Replacement:

Under pressure from the Railroad Commission to establish a comprehensive program to replace service lines that contain steel which is subject to corrosion and leaks, ACSC worked with Atmos Mid-Tex in 2010 to establish a risk based approach to steel service line replacement that accomplishes the following goals:

-
1. Replace all service lines throughout the Mid-Tex Region with the highest degree of risk within two years;
 2. Coordination between ACSC city members and Atmos Mid-Tex to minimize disruption of rights of way without compromising safety;
 3. To minimize and spread the rate impact on customers of the replacement program, the service lines with little relative risk of leaks should be replaced over a 10-year period; and
 4. Current recovery of incremental (above and beyond normal maintenance and repair addressed in RRM proceedings) direct (excluding Atmos Mid-Tex overheads) cost of service line replacement should be permitted as an adder to customer charges.

Fulfillment of these goals in the 2010 case led to \$00.15 and \$00.41 added to residential and commercial customer charges, respectively. The annual customer charge adder to cover the steel service line replacement program may not exceed \$00.44 and \$1.22 for residential and commercial customers, respectively, prior to the entry of a Final Order in the next system-wide Statement of Intent rate proceeding.

Explanation of "Be It Ordained" Paragraphs:

1. This paragraph approves all findings in the Ordinance.
2. This section adopts the attached tariffs ("Attachment A") in all respects and finds the rates set pursuant to the attached tariffs to be just, reasonable and in the public interest. Note that only new tariffs or existing tariffs being revised are attached to the Ordinance. Existing tariffs not being changed in any way are not attached to the Ordinance.
3. This section requires the Company to reimburse ACSC for reasonable rate making costs associated with reviewing and processing the RRM application.
4. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
5. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
6. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
7. This section provides for an effective date upon passage.

8. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for ACSC.

Financial Considerations

The Settlement Agreement approved in 2010 contemplated that incremental revenues to cover future steel service line replacement costs would be recovered through customer charges. Consistent with that approach, the \$6.6 million in additional revenues to be recovered following passage of the Ordinance is accomplished by increasing customer charges.

The tariffs to be approved by the Ordinance set monthly customer charges at \$7.50 and \$16.75 for residential and commercial customers, respectively.

The commodity portion of the commercial rate will decline slightly from existing rates

Staff Recommendation

Staff recommends approval of the Ordinance

Attachments

- 1) Ordinance
- 2) Frequently Asked Questions

Linda Truitt, Finance Director
Submitted By

James Fisher, City Manager
Approved by

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC” OR “STEERING COMMITTEE”) AND ATMOS ENERGY CORP., MID-TEX DIVISION (“ATMOS MID-TEX” OR “COMPANY”) REGARDING THE COMPANY’S FOURTH ANNUAL RATE REVIEW MECHANISM (“RRM”) FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; REPEALING CONFLICTING RESOLUTIONS OR ORDINANCES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE’S LEGAL COUNSEL.

WHEREAS, the City of Murphy Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “ Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC” or “Steering Committee”), a coalition of approximately 154 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area (such participating cities are referred to herein as “ACSC Cities”); and

WHEREAS, pursuant to the terms of the agreement settling the Company’s 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to

develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC Cities as a substitute to the current GRIP process instituted by the Legislature; and

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company’s 2007 rate case and authorizing the RRM Tariff; and

WHEREAS, the 2008 Settlement Agreement contemplates reimbursement of ACSC Cities’ reasonable expenses associated with RRM applications; and

WHEREAS, the Steering Committee and Atmos Mid-Tex agreed to extend the RRM process in reaching a settlement in 2010 on the third RRM filing; and

WHEREAS, on or about April 1, 2011, the Company filed with the city its fourth annual RRM filing, requesting to increase natural gas base rates by \$15.7 million; and

WHEREAS, ACSC coordinated its review of Atmos Mid-Tex’s RRM filing by designating a Settlement Committee made up of ACSC representatives, assisted by ACSC attorneys and consultants, to resolve issues identified by ACSC in the Company’s RRM filing; and

WHEREAS, independent analysis by ACSC’s rate expert concluded that Atmos Mid-Tex is unable to justify an increase over current rates except for undisputed costs of \$6.6 million to cover the steel service line replacement program initiated in 2010; and

WHEREAS, the ACSC Settlement Committee, as well as ACSC lawyers and consultants, recommend that ACSC Cities approve the attached rate tariffs (“Attachment A” to this Ordinance), which will increase the Company’s revenue requirement by \$6.6 million to extend current recovery of incremental direct costs of the steel service line replacement program authorized by ACSC Cities in ordinances passed in 2010; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by ACSC Cities and are just, reasonable, and in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS:

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

Section 3. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities in processing the Company's rate application.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That this Ordinance shall become effective from and after its passage with rates authorized by attached Tariffs to be effective for bills rendered on or after September 1, 2011.

Section 8. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of David Park, Vice President Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 16th day of August, 2011.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

Aimee Nemer, City Secretary
City of Murphy

APPROVED AS TO FORM:

City Attorney

FREQUENTLY ASKED QUESTIONS REGARDING ACSC AND THE RRM RATEMAKING PROCESS

What is the Role of Cities in Ratemaking?

Cities have historically exercised original jurisdiction over the level of gas rates charged within their boundaries. Generally, gas distribution utilities have filed rate cases at the city level and only gone to the Railroad Commission of Texas (“RRC”) with an appeal of city action or if they cannot reach a settlement with cities. If a utility and cities reach an agreement, the utility may then file a case at the RRC to implement the same rates approved by cities in areas outside municipal boundaries.

Once a case is at the RRC, the Commission Staff generally expects cities to intervene and do most of the discovery, sponsor opposing witnesses, and do most of the cross-examination and briefing. There is no consumer advocate at the RRC. If cities do not participate in hearings at the RRC, the request of a regulated utility is likely to be rubber-stamped.

What is the background to the creation of the Atmos Cities’ Steering Committee?

The Atmos pipeline and distribution systems were built, owned and operated by Lone Star Gas (“LSG”) which maintained over 200 rate jurisdictions until it sold its assets to Texas Utilities (“TXU”) in the late 1990’s. That meant that many cities had their own unique distribution rates and that individual cities had to process rate cases at the local level. LSG-Pipeline served all 200-plus distribution systems and pipeline rates were set by the RRC.

From the early 1980’s through the late 1990’s, LSG filed no pipeline or system-wide rate case at the RRC. When LSG was finally brought before the RRC to show cause why its rates should not be reduced, approximately 80 cities intervened and created an *ad hoc* group known as the Steering Committee of Cities Served by Lone Star.

TXU purchased the LSG assets in the late 1990’s and immediately commenced consolidating 200-plus ratemaking jurisdictions into regions. As regional cases were filed, cities within each region created an *ad hoc* committee to form a common strategy and negotiating position. Once TXU had aggregated the cities into five or six jurisdictions, each with a different rate, Texas Utilities Gas Company filed a system-wide case to bring all of the old LSG territory under one common rate. The different city regional committees then united and formed the Allied Coalition of Cities (“ACC”). While the gas utility assets were owned and controlled by TXU, the Steering Committee transformed itself from an *ad hoc* group that came together only in response to rate filings by the utility into a permanent standing committee.

In Gas Utilities Docket (“GUD”) No. 9400 in 2004, TXU’s request for a \$61.6 million system-wide increase was aggressively opposed by ACC. The Company received only a \$2.01 million increase. Unhappy with that result, TXU decided that owning a gas system was neither as fun nor as profitable as the deregulated electric system, and they sold the system to Atmos Energy Corporation (“Atmos” or “Company”). ACC was then transformed into the Steering

Committee of Cities Served by Atmos and then renamed Atmos Cities Steering Committee to obtain an easy to remember acronym, “ACSC”.

What is the Atmos Cities Steering Committee?

ACSC is a coalition of 154 cities that unite in common purpose to address gas utility rate and franchise issues related to Atmos Energy Corporation. Its objectives are to: (1) ensure that gas utility rates charged to cities and their residents are fair and reasonable; (2) maintain reasonable franchise fee revenues for cities; (3) protect cities’ original jurisdiction over rates and services; (4) be a voice for consumers where no state agency assumes such a role; and (5) promote sound ratemaking policy in the public interest.

Cities join the permanent standing committee by passing a resolution and agreeing to support the work of ACSC through modest occasional *per capita* assessments which support ongoing administrative and legislative advocacy and all expenses where cities are not entitled to reimbursement. Each member city designates a representative to ACSC. Member representatives may volunteer to serve on the ACSC Executive Committee or Settlement Committee. The Executive Committee sets policy, hires legal counsel and consultants, directs litigation, establishes a legislative agenda, sets assessments on members as needed and meets quarterly with Atmos executives. The Settlement Committee is directly involved in negotiating resolution of contested matters with Atmos executives.

The list of current members is attached.

What is the benefit of membership in ACSC?

One hundred fifty-four cities speaking as one voice is much more effective in advocacy before the Railroad Commission and legislature than any one city or multiple small groups of cities.

The legislature has given gas utilities a right to an annual increase in rates. Resources (both financial and human) of individual cities are conserved by membership in ACSC. Additionally, membership enhances institutional memory of ratemaking issues, public policy debates, and right-of-way and franchise fee battles.

What has ACSC accomplished?

Going into the legislative session, ACSC in December 2010 released a 48-page report, “Natural Gas Consumers and the Texas Railroad Commission.” More than 200 television, newspaper and radio news sites posted information on and a link to the report which may be found on ACSC’s website, TexasGasConsumers.org.

Earlier in 2010, ACSC representatives visited on several occasions with the Sunset Commission Staff, and several ACSC recommendations for reform were included in the Sunset Commission Report on the Railroad Commission, delivered to the legislature’s Sunset Committee prior to public hearings on the agency. Several ACSC member representatives testified before the legislature regarding reforms needed at the Railroad Commission.

During the most recent legislative session, lobbying efforts by ACSC were critical in killing two gas utility bills that would have undermined traditional regulation, deprived cities of certain rights, and led to even greater rate increases.

In the last 12 months, ACSC has resolved a major issue involving franchise fees. Atmos unilaterally, with notice, ceased inclusion of franchise fees in the calculations of gross receipts regardless of whether specific franchises included such payments. Several cities were willing to pursue the matter through litigation. However, counsel for ACSC was able to negotiate a resolution that allowed each member city to determine whether it desired an increase in franchise fee payments based on inclusion of franchise fees in the calculation of gross receipts. If a city opted for inclusion of fee-on-fee revenues, it had the further option of retroactive payments back to the point in time that Atmos decided to curtail fee-on-fee payments. Each member had these options regardless of the wording of the then valid franchise agreement. This resolution spared significant litigation costs and anxiety and was only possible because of the clout of the ACSC membership.

One of the most significant accomplishments of ACSC occurred in 2007 via a settlement of the then pending system-wide rate case. Approximately 50 ACSC city representatives showed up in Arlington for a meeting with Atmos executives who were shocked at the vocal opposition to Atmos practices, the unfairness of annual Gas Reliability Infrastructure Program (“GRIP”) rate filings that precluded city and citizen review, and the Company’s lack of coordination with cities. That meeting led to the creation of the Rate Review Mechanism (“RRM”) process and greater ongoing communication between the Company and ACSC.

Last year, ongoing communications between ACSC and the Company led to a workable solution to the need to replace steel service lines in a manner that accommodated city needs to control their rights-of-way, while moderating the rate impact and focusing first on the riskiest service lines based on leak repair histories. This compromise precluded a more onerous (from a city and consumer perspective) program threatened by the RRC.

What is a RRM case?

The concept of a RRM proceeding emerged as a three-year experimental substitute for GRIP cases as part of the settlement of Atmos Mid-Tex’s 2007 system-wide rate case. In 2003, the Texas Legislature added Section 104.301, Interim Adjustment for Changes in Investment, to the Gas Utility Regulatory Act. While not identified as such in the law, § 104.301 was referred to as the Gas Reliability Infrastructure Program or GRIP. The GRIP adjustments allowed gas companies to recover changes to invested capital without a review of whether increased revenues or declining expenses offset the invested capital costs. Both Atmos Pipeline and Atmos Mid-Tex filed GRIP cases as soon as the RRC adopted rules to implement the interim adjustments. As explained below, it quickly became apparent that the GRIP adjustments were terrible public policy.

As an alternative to GRIP, ACSC entered into a negotiated agreement with Atmos in 2007 to establish the RRM process. Unlike GRIP, the RRM provided for an annual review of all portions of Mid-Tex’s cost of service. It fixed an authorized rate of return on equity for the three-year period at 9.6% (which was less than what the RRC would have authorized) and set

caps on the extent to which expenses or investments could increase from one year to the next. More importantly, it allowed cities to make a comprehensive evaluation of all aspects of the utility business—investment, operation and maintenance expenses and revenues—unlike GRIP which only allows consideration of changes to invested capital.

Why is RRM superior to GRIP?

The GRIP cases are one-sided guarantees of a rubber-stamp of the utility’s rate request. ACSC attempted to participate in the first two GRIP proceedings filed by both Atmos Pipeline and Atmos Mid-Tex at the RRC. Not only were cities’ motions to intervene denied, but also, ACSC’s comments were ignored. At the city level, ACSC consultants determined that Atmos was not only including items such as artwork, chairs, computers and meals in interim rate adjustments that were allegedly intended to promote pipeline safety, but also the Company was over-earning its previously authorized rate of return. ACSC attacked the Commission’s rule in court because it denied city participation, denied a hearing on a contested matter, and denied cities’ recovery of any expenses associated with resisting GRIP rate increases. The courts have not been helpful to cities, although the matter has now been set for hearing before the Texas Supreme Court on September 15, 2011.

Cities have contended that GRIP is terrible public policy since it authorizes what would from a history of public interest regulation be regarded as unlawful—piecemeal ratemaking. GRIP allows rates to increase if the utility’s invested capital net of depreciation increases year-over-year. An increase in rates is mandated under GRIP if investment increases, even if increasing revenues and declining expenses more than offset the costs associated with increased investment.

The RRM process negotiated by ACSC solves the piecemeal ratemaking problem by providing for a comprehensive review of Atmos’ expenses and revenues. Furthermore, RRM benefits ACSC by: (1) allowing cities participation that would be denied under GRIP; (2) allowing cities to recover, at utility shareholder expense, all their ratemaking costs; and (3) avoiding both litigation and RRC jurisdiction.

The legislature has functionally authorized annual increases in gas utility rates through the GRIP process. Since consumers are otherwise stuck with annual rate increases, it is better to have cities participating in the comprehensive RRM process than unable to participate in a piecemeal process.

What has been the history of the RRM efforts?

In 2010, ACSC, in settling the third RRM proceeding, agreed to a slight modification and extension of the process. A settlement of the fourth annual RRM is now pending before ACSC members. The results of the four RRM proceedings are as follows:

RRM Filing	Year	Atmos Request	ACSC Settlement
#1	2008	\$33.5 million	\$20 million
#2	2009	\$20.2 million	\$2.6 million
#3	2010	\$70.2 million	\$27 million
#4	2011	\$15.7 million	\$6.6 million (pending)

These results are better for cities and consumers than would have been authorized by the RRC under the GRIP process.

What is the future of the RRM process?

The settlement of the fourth RRM filing anticipates ACSC and Atmos working between August and December to refine the RRM process. If agreement on a new process is reached, Atmos will file another RRM case next April. If no agreement can be reached on the RRM process by the end of this year, Atmos Mid-Tex will file a system-wide traditional rate case in January 2012.

If you have other questions please contact me at (512) 322-5875 and/or ggay@lglawfirm.com.

Geoffrey Gay
ACSC, General Counsel

Issue

Consider and/or act upon a Resolution authorizing the City Manager to execute a two year Interlocal Agreement between North Central Texas Council of Governments (NCTCOG) and the City of Murphy for 911 Services.

Background

The intent of this agreement is to assure an effective operation of the 911 system and to comply with the Commission on State Emergency Communication rules, regulations, and policies.

Financial Considerations

Staff Recommendation

Authorize the City Manager to sign the NCTCOG Interlocal Agreement for 911 Services.

Attachments

1) ILA

James Fisher, City Manager

Submitted By

**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
CITY OF MURPHY
FOR 9-1-1 SERVICE, AND EQUIPMENT**

Article 1: Parties & Purpose

- 1.1 The North Central Texas Council of Governments (hereafter NCTCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. NCTCOG has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 4, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.
- 1.2 City of Murphy is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.
- 1.3 City of Murphy (hereafter Local Government) is a local government that is authorized to perform addressing activities under the County Road and Bridge Act.
- 1.4 This contract is entered into between NCTCOG and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region and perform database maintenance activities.
- 1.5 The Commission on State Emergency Communications (CSEC or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing/addressing maintenance services through local governments.

Article 2: Stipulations

As required by the Contract for 9-1-1 Services executed between NCTCOG and the CSEC, NCTCOG shall execute interlocal agreements between itself and its member local governments relating to the planning, development, operation, and provision of 9-1-1 services, the use of 9-1-1 funds and adherence to applicable law and the Commission on State Emergency Communications rules. At a minimum, the parties to this agreement agree:

- 2.1 To comply with applicable provisions of the State of Texas Uniform Grant Management Standards (UGMS);
- 2.2 That NCTCOG and/or the Commission may withhold, decrease, or seek the return of or reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law and/or CSEC Rules;
- 2.3 That Local Government shall return or reimburse NCTCOG and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules;
- 2.4 That such return or reimbursement of 9-1-1 funds to NCTCOG and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by NCTCOG or Commission, unless an alternative repayment plan is approved by NCTCOG and then submitted to the Commission for approval;
- 2.5 To comply with the Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of

- equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);
- 2.6 To maintain a current inventory of all 9-1-1 equipment consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules;
 - 2.7 To reimburse NCTCOG and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees or other persons; or acts of nature or war, though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
 - 2.8 That NCTCOG and Local Government shall maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such Local Government and all 9-1-1 funds spent by such Local Government for 9-1-1 service, with specific detail for 9-1-1 funds received, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, and as approved in NCTCOG's current strategic plan;
 - 2.9 That the Commission or its duly authorized representative and NCTCOG shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Local Government or by any other entity that has performed or will perform database maintenance activities;
 - 2.10 To recognize that the Commission reserves the right to perform on-site monitoring of NCTCOG and/or its performing Local Government for compliance with applicable law, and NCTCOG and Local Government agree to cooperate fully with such on-site monitoring;

Article 3: Program Deliverables – 9-1-1 & Database Maintenance

Local Government agrees to comply with all applicable law, CSEC Rules and NCTCOG policies, as they pertain to the 9-1-1 Program administered by NCTCOG, in providing the following deliverables to this contract. To the extent that NCTCOG policies are not consistent with applicable law, the applicable law prevails.

Ownership, Transference & Disposition

- 3.1 NCTCOG shall establish ownership of all 9-1-1 and ancillary equipment procured with 9-1-1 funds as defined herein, and located within the Local Government's jurisdiction. NCTCOG may maintain ownership, or it may transfer ownership to the Local Government. Before any such transfer of ownership, NCTCOG will evaluate the adequacy of controls of Local Government to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment identified in paragraph 3.2c below, may or may not be procured by NCTCOG on behalf of Local Government, according to NCTCOG's Strategic 9-1-1 Plan.
- 3.2 The basic equipment categories are:
 - a. 9-1-1 Equipment
 - i. Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery to the PSAP;

- ii. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
 - b. Ancillary Equipment
 - i. NCTCOG owned ancillary equipment, if applicable
 - ii. Recorders
- 3.3 Transfer-of-ownership documents shall be prepared by NCTCOG and signed by both parties upon transference of ownership of any ancillary equipment in accordance with UGMS and the State Comptroller of Public Accounts.
- 3.4 The local government shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of losses due to anything other than daily use and normal wear and tear. The local government shall provide written proof of this insurance to NCTCOG annually.
- 3.5 Local Government is responsible for notifying NCTCOG upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents. Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251.5) shall be prepared by NCTCOG in accordance with UGMS and the State Comptroller of Public Accounts.

Inventory

- 3.6 NCTCOG shall maintain property records, reconciled to the Local Government's general ledger account at least once per year, in accordance with CSEC Rule 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*, UGMS, and the State Property Accounting Policy and Procedures Manual.
- 3.7 The owner of the ancillary equipment, or the party to whom responsibility is assigned, shall cooperate with NCTCOG to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*.
- 3.8 A physical inventory shall be conducted annually by NCTCOG.
- 3.9 Any lost or stolen equipment shall be reported to NCTCOG as soon as possible, and shall be duly investigated by Local Government and NCTCOG immediately.

Security

- 3.10 Local Government will comply with the current Criminal Justice Information Services (CJIS) Security Policy (CJISD-ITS-DOC-08140-5.0) as a minimum-security mandate for Customer Premise Equipment/Integrated or Workstations. A signed copy of the agreement must be available for inspection at all times
- 3.11 Local Government will protect the CPE, ancillary and database Maintenance/GIS equipment by implementing measures that secure the premises (including equipment room) of its PSAPs or addressing office against unauthorized entrance or use.
- 3.12 Local Government will operate within local standard procedures and take appropriate security measures as may be necessary to ensure that non-CSEC approved third-party software applications cannot be integrated into the PSAP(s)' Customer Premise Equipment/Integrated or Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*.
- 3.13 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of NCTCOG. Further, no unauthorized person

- shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCTCOG.
- 3.14 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 Addressing databases.
 - 3.15 Local Government mandates each person who is authorized to receive, store, process, and/or transmit Customer Premise Information must have a unique identification login and be logged into such equipment identifying their legitimacy for use.
 - 3.16 Local Governments shall insure that no personnel access the USB ports on the CPE equipment.

Maintenance

- 3.17 NCTCOG shall practice preventive maintenance on all NCTCOG owned or leased CPE, ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary. NCTCOG shall also be responsible for any maintenance costs on the before mentioned equipment.
- 3.18 Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness.
- 3.19 Local Government shall notify NCTCOG Field Specialist when there is any scheduled maintenance on commercial power backup generator, at least 48 hours prior to work being done.
- 3.20 Local Government shall immediately notify NCTCOG Field Specialist of any power or generator outages. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.
- 3.21 For Local Governments that have administrative telephone system integration with NCTCOG 9-1-1 equipment, NCTCOG requires a contingency plan identifying their back-up solution for the administrative telephone system. If a contingency plan is not provided to NCTCOG within 30 days of contract execution, NCTCOG reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 3.22 Local Government shall notify the NCTCOG Technical Team by calling 888-311-3911. In addition, the Local Government may utilize one of the following methods:
 - 1. via email to support@nct911.org
 - 2. via the Trouble Ticket System (accessed by using the icon on the toolbar)
 - 3. <http://tracker.nctcog.org/scc>

Supplies

- 3.23 Local Government will purchase supplies necessary for the continuous operation of its 9-1-1 CPE, and Ancillary equipment (i.e. printer supplies and paper).

Training

Local Government shall:

- 3.24 Provide telecommunicators access to emergency communications equipment training as approved in NCTCOG's Strategic Plan, or as determined by the Local Government.
- 3.25 These telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date. If Local Government chooses to train its own personnel, Local Government shall provide a copy of the agencies approved Learning Objectives and Lesson Plan (that meets or exceed standards) to NCTCOG 9-1-1 and document in writing that the Local Government will take the responsibility of training their employees on the 9-1-1 equipment prior to using the equipment funded by 9-1-1 fees.
- 3.26 Ensure that the 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice. This can be achieved by completing the on-line TTY refresher modules within 45 days of issuance, or attend the 4 hour TDD/TTY course at NCTCOG, or Local Government hosted training.
- 3.27 Ensure that 9-1-1 PSAP Supervisory personnel or designee attend quarterly training/meetings offered at NCTCOG to keep the PSAP updated on current events. A minimum of two meetings per year are required for each PSAP.
- 3.28 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training website and abide by TCLEOSE mandated rules and regulations for telecommunicator requirements.
- 3.29 Beginning February 1, 2012, ensure that all telecommunicator attend a 9-1-1 equipment and technology refresher course every 2 years.

Facilities

- 3.30 Local Government shall meet minimum requirement for back room requirements. Must comply with specifications from NCTCOG (See Attachment D). Any expenses associated with this requirement are the responsibility of the PSAP.
- 3.31 Local Government's equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees Fahrenheit.
Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness.
- 3.32 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.
- 3.33 Local Government shall provide updated or current access or security policies to NCTCOG.
- 3.34 NCTCOG staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24 X 7 X 365 basis without prior notice.

Operations

Local Government shall:

- 3.35 Designate PSAP Supervisory personnel or designee and provide related contact information (to include after hour contact information) as a single point of contact for NCTCOG.
- 3.36 Coordinate with NCTCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- 3.37 Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to the NCTCOG Technical Team through appropriate trouble reporting procedure.
- 3.38 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- 3.39 Test alternate routing switch(es) once a month and so note on the log. If there is a problem, Local Government shall notify the NCTCOG Technical Team. If the problem is not resolved within 24 hours, the PSAP shall notify NCTCOG's PSAP Field Specialist.
- 3.40 Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- 3.41 Log all TDD/TTY calls, and fax copies to NCTCOG by the first of each month. If logs are not received by the 10th day of the month, documentation requesting the logs will be sent to the chief/sheriff. Copies should also be made available upon request by NCTCOG and Department of Justice.
- 3.42 Limit access to all 9-1-1 equipment and related data to authorized personnel.
- 3.43 Make no changes to 9-1-1 equipment, software, or programs without prior written consent from NCTCOG.
- 3.44 Make no changes or modifications to any configuration, software, or hardware provided by NCTCOG other than adding the agents and editing the auto-dial feature.
- 3.45 Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhances proper use and maintenance of 9-1-1 equipment.
- 3.46 Provide upon request any testing documentation or applicable paperwork required by CSEC and NCTCOG within 24 hours.
- 3.47 The PSAP shall keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers shall be answered by a live person 24 hours a day, 7 days a week and should have the ability to be call forwarded. Any change in this 10-digit emergency number shall be reported to NCTCOG in writing.
- 3.48 When the verification process produces incorrect ANI/ALI information, the telecommunicator shall make the correction immediately or after the call has been released. If the call has been released, the data will remain for approximately ten minutes or until the next call is received. However, the ALI can be retrieved by going to the released calls in the list module. At which time it is possible to manually fill out the discrepancy form and fax to NCTCOG.
- 3.49 Incomplete ANI/ALI Problem Call Reports returned to PSAP shall be completed and faxed back to NCTCOG within 72 hours.
- 3.50 Test calls to clear ANI/ALI Problem Call Reports shall be made by PSAP within 24 hours. *Problems shall be reported on a new ANI/ALI Problem Call Report and faxed to NCTCOG.*
- 3.51 Medical providers and other agencies that require frequent transfers during 9-1-1 calls must have and utilize a toll free transfer number.
- 3.52 Notification of change in medical, law enforcement or fire responders shall be made in writing to NCTCOG at least 45 days prior to change.

- 3.53 Submit a signed Manual ALI Query form to NCTCOG annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call.
- 3.54 Each PSAP shall submit an emergency plan for 9-1-1 communications.
- 3.55 The PSAP shall have documented procedures for the transfer of administration lines where call center evacuation is required.
- 3.56 Comply with NCTCOG policy and procedures for PSAP moves/changes posted on the NCTCOG website.
- 3.57 PSAP Agency should have adequate personnel trained and available to operate the generator.
- 3.58 PSAP Agency shall be able to engage NCTCOG owned UPS bypass switch, where applicable.
- 3.59 PSAP Agency shall test generator at least monthly to ensure that all NCTCOG equipment remains functional. All test shall be reported monthly to the PSAP Operations Specialist
- 3.60 All telecommunicators shall re-transmit (rebid) all wireless calls to receive most accurate caller location.

Performance Monitoring

- 3.61 Local Government agrees to fully cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract, and as outlined in Program Deliverables noted above.

Article 4: Procurement

- 4.1 NCTCOG may purchase, lease, or otherwise procure, on Local Government's behalf, the 9-1-1 equipment, software, services, and other items described in the current Strategic Plan.
- 4.2 NCTCOG and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, *Guidelines for the Procurement of Equipment and Services with 9-1-1 Funds*.

Article 5: Database Maintenance

- 5.1 Only applies to counties.

Article 6: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

- 6.1 NCTCOG shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the CSEC.
- 6.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon state appropriations.

- 6.3 Allowable and disallowed expenditures shall be determined by the appropriations, rules, policies and procedures as established by the CSEC, and as provided for the Local Government in NCTCOG's approved Strategic Plan.

Article 7: Records

- 7.1 Local Government agrees to maintain financial, and any other 9-1-1 documentation adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years. Local government may request in writing to maintain these records electronically, if that technology is in place.
- 7.2 For the purpose of reimbursement, Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years.
- 7.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract. If an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;
- 7.4 NCTCOG and/or Commission are entitled to inspect and copy, during normal business hours at Local Government's offices, the records maintained under this contract for as long as they are preserved. NCTCOG is also entitled to visit Local Government's offices, talk to its personnel, and audit its applicable 9-1-1 records, all during normal business hours, to assist in evaluating its performance under this contract;
- 7.5 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.
- 7.6 In terms of 9-1-1 records, excluding financial, Local Government shall comply with their own retention schedule, as per state statute.

Article 8: Nondiscrimination and Equal Opportunity

- 8.1 Local Government shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 9: Dispute Resolution

- 9.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 10.1 – 10.4, until they have exhausted the procedures set out in these paragraphs.
- 9.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

- 9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.
- 9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 10: Suspension for Unavailability of Funds

- 10.1 Local Government acknowledges that NCTCOG's sole source of funding for this contract is the 9-1-1 fees collected by service providers and received by the state Comptroller's Office. If fees sufficient to pay Local Government under this contract are not paid to NCTCOG, or if the CSEC does not authorize NCTCOG to use the fees to pay Local Government, NCTCOG may suspend payment of monthly bills for 9-1-1 equipment by giving Local Government notice of the suspension. The suspension is effective 10 calendar days after Local Government's receipt of the notice. Upon suspension of payment, Local Government's obligations under this contract are also suspended until NCTCOG resumes payment.

Article 11: Notice to Parties

- 11.1 Notice under this contract must be in writing and received by the party, or his/her representative or replacement, to whom the notice is addressed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 11.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 11.3.
- 11.2 NCTCOG's address is: P. O. Box 5888, Arlington, TX 76005-5888,
Attention: Executive Director.
- 11.3 Local Government's address is:
City of Murphy
206 North Murphy Road
Murphy, TX 75094
Attention: James Fisher
- 11.4 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term of Contract

- 12.1 This contract takes effect on September 1, 2011 on behalf of NCTCOG and Local Government, and it ends on August 31, 2013. Should for any reason Local Government withdraws from the E9-1-1 Service system prior to the end of the full term of this contract, in addition to all other remedies available to NCTCOG under state law and this contract, NCTCOG may seek a return of all 9-1-1 equipment purchased with 9-1-1 funds in the possession of Local Government. In the event of such withdrawal, both parties agree to work in good faith to establish a fair and equitable transition plan so as to assure continued emergency services to the citizens of Local Government.

Article 13: Miscellaneous

- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 13.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 13.3 Rules, Program Policy Statements, and Best Practices of CSEC as well as Chapter 771, Health and Safety Code, State Administration of Emergency Communications can be found on the CSEC website: <http://www.911.state.tx.us>. If unable to access, please contact NCTCOG 9-1-1 Program Offices for copies.
- 13.4 The following Attachments are part of this contract:

Contract for 9-1-1 Services Between NCTCOG and CSEC (Attachment A)
Manual ALI Query Request (Attachment B)
NCTCOG Equipment Room Site Requirement (Attachment C)
NCTCOG Host Agreement (Attachment D) where applicable.
NCTCOG Move, Add and Change Procedures (Posted on www.nctcog.org)

This contract is binding on, and to the benefit of, the parties' successors in interest.

- 13.5 This contract is executed in duplicate originals.

CITY OF MURPHY

NORTH CENTRAL TEXAS COUNCIL OF
GOVERNMENTS

James Fisher
City Manager



Mike Eastland
Executive Director

Date

Date

Attachment A
Contract for Services between the
Commission on State Emergency Commission (CSEC) and
North Central Texas Council of Governments (NCTCOG)
And Addendum

Contract for 9-1-1 Service

Article 1. Parties and Purposes

- 1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 emergency services throughout the state, and North Central Texas Council of Governments ("RPC") is charged with the responsibility to provide these services in its region. Providing these services requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.
- 1.2 The Commission and the RPC enter into this Contract for 9-1-1 Service ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

Article 2. Compliance with Applicable Law

- 2.1 The RPC shall comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.
- 2.2 Applicable law includes, but is not limited to, Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).
- 2.3 The Commission may adopt new policies, procedures and rules and amend its existing policies, procedures and rules subject to applicable law. Any new or amended policy or procedure (other than an adopted rule) shall be enforceable against the RPC 30 days following the date of its adoption, unless the Commission finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately against the RPC. The Commission shall provide the RPC written notice of all new or amended policies, procedures and interpretations of Commission rules within a reasonable time after same are adopted by the Commission.
- 2.4 The RPC shall repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, "9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall

advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1 herein.

- 2.5 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC for failing to follow a standard imposed by this Contract, a Commission rule and/or policy, or a statute.
- 2.6 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with applicable law, including specifically the requirements in UGMS, Subpart C - Post Award Requirements, Section .20 - Standards for Financial Management Systems - which requires recipients of state funds to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Article 3. Monitoring Compliance

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

Article 4. Standard Interlocal Agreement with Local Governments

- 4.1 The RPC shall use interlocal agreements between itself and its local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum, provide for compliance with applicable law by including provisions that:
 - (a) the RPC will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate;
 - (b) the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law;
 - (c) the local governments shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;

- (d) reimbursement of 9-1-1 funds under subsection (c) shall be made by the local government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;
- (e) address the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service ("9-1-1 equipment");
- (f) require the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;
- (h) require reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;
- (i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC's current approved Strategic Plan;
- (j) the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform activities related to the agreements;
- (k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and
- (l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the RPC by the Commission or if legally available 9-1-1 funds are exhausted, then the RPC will not be obligated to provide the reimbursements contemplated by this Contract.

Article 5. Competitive Procurement and Contract Administration

- 5.1 The RPC shall use competitive procurement practices and procedures similar to those required by applicable law in connection with the procurement of any items to be obtained with 9-1-1 funds.

- 5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, and PSAPs to be paid from 9-1-1 funds.
- 5.3 The RPC shall implement a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.4 The RPC shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

Article 6. Allocation and Use of 9-1-1 Funds

- 6.1 In accordance with applicable law, the Commission shall allocate 9-1-1 funds appropriated to the Commission to the RPC solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the RPC is in substantial noncompliance with any applicable law or provision of this Contract. The RPC shall utilize the money allocated only for providing 9-1-1 service within the RPC's jurisdiction.
- 6.2 The Commission shall ensure that no more than \$17,000,000 appropriated to the Commission for the FY 2010-2011 biennium shall be allocated to the RPCs for administration of the statewide 9-1-1 program, according to the General Appropriations Act.
- 6.3 None of the 9-1-1 funds appropriated to the Commission and allocated to the RPC may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.
- 6.4 The RPC shall assist the Commission in creating comprehensive statewide capital replacement plan for submittal to the Legislative Budget Board no later than November 1st of each calendar year.
- 6.5 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the RPC may be used by the RPC for indirect costs. In this subsection, "indirect costs" means costs that are not directly attributable to a single action of the RPC. (Note: In administering this subsection, the governor's office is required to use federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)
- 6.6 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in its region or of an amount of money

allocated to the RPC in accordance with Health & Safety Code, Section 771.078, and this Contract.

Article 7. 9-1-1 Funds Distribution

- 7.1 As provided by applicable law, a state agency shall distribute grants on a reimbursement basis, or as needed, unless otherwise provided by statute or otherwise determined by the grantor agency to be necessary for the purposes of the grant.
- 7.2 Quarterly disbursement of 9-1-1 funds to the RPC shall be made on a cost reimbursement basis according to applicable law. If the RPC's funding is depleted before the end of a fiscal quarter, a financial emergency funding request may be made by the RPC to the Commission (see Article 8. RPC Emergency Funding).
- 7.3 The Commission has determined that a proper public purpose is served by providing start-up funding, at the beginning of each fiscal year, to the RPC for payment of operating costs of the region's 9-1-1 system. Start-up funding to the RPC from the Commission may be made at the beginning of each fiscal year. The Commission shall provide start-up funds to the RPC according to applicable law. Start-up funding is defined as 9-1-1 funds allocated to the RPC to pay initial fiscal year 9-1-1 program expenses, prior to the first quarterly reimbursement request being received. Any remaining 9-1-1 funds from the prior fiscal year, ending on August 31st, shall be returned to the Commission no later than October 30th of the current fiscal year.

Article 8. RPC Emergency Funding

- 8.1 Notwithstanding the requirements in Article 7, the Commission may distribute in accordance with Commission policy allocated 9-1-1 funds to the RPC upon demonstration and documentation that a financial emergency exists that will compromise the provisioning of 9-1-1 service or impact public safety.
- 8.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the current and normal operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC's approved strategic plan; and that, without the assistance of these additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.
- 8.3 Emergency 9-1-1 funds may be distributed based upon the documented expenditures creating the need. The provision of emergency 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation.

- 8.4 The request shall include a narrative description of what the 9-1-1 funds are to be used for, and how these expenditures relate to the RPC's strategic plan.
- 8.5 The Commission will review the request for accuracy and compliance with the current approved strategic plan and applicable law. Upon review and approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.

Article 9. Strategic Planning

- 9.1 In accordance with applicable law, the RPC shall develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered.
- 9.2 The RPC must update its strategic plan at least once during each state fiscal biennium, and must include the following:
 - (a) A description of how money allocated to the region is to be allocated throughout the region served by the RPC;
 - (b) Projected financial operating information for the two state fiscal years following the submission of the plan;
 - (c) Strategic planning information for the five state fiscal years following submission of the plan; and
 - (d) A Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.
- 9.3 The RPC shall submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056. The Commission, consistent with applicable law, shall consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.
- 9.4 The Commission shall notify the RPC of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.
- 9.5 If the strategic plan or amendment thereto is approved, the Commission shall allocate 9-1-1 funds to the RPC in accordance with the terms of this Contract and applicable law.

Article 10. Reporting Requirements

- 10.1 The RPC shall submit financial and performance information and reports regarding 9-1-1 service and administration to the Commission. The RPC shall provide the reporting information in accordance with applicable law and generally accepted accounting principles. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year:
- (a) Financial information regarding administrative and program expenses; and
 - (b) Information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC.
- 10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the 9-1-1 answering points within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law.

Article 11. Use and Creation of Public Safety Answering Points

- 11.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of PSAPs and the creation of PSAPs.

Article 12. Dispute Resolution

- 12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, shall be used by the Commission and the RPC to attempt to resolve disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, or this Contract.
- 12.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 12, until they have exhausted the procedures set out in this Article 12.
- 12.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

- 12.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH) per Government Code Chapter 2009.
- 12.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties described in Article 12.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.
- 12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.
- 12.8 Nothing in this Article 12 shall be considered as a waiver of sovereign immunity.

Article 13. Miscellaneous Provisions

- 13.1 The RPC shall work with the Commission and the local governments to develop, maintain and regularly monitor performance of the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes.
- 13.2 As the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service, by the RPC or the local governments in their areas, the RPC shall notify the Commission promptly so that all parties may address the need in a timely manner.
- 13.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of UGMS and the Texas Single Audit Circular, as established by the Governor's Office of Budget, Planning, and Policy pursuant to Government Code Chapter 783. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment.
- 13.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by applicable law. Such an audit or review is considered separate and apart from audits required by UGMS.

- 13.5 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations shall be made a part of this Contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*.
- 13.6 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.
- 13.7 In the event of any conflict between any provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy shall take precedence.
- 13.8 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the Commission relating to the subject matter of the Contract, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.
- 13.9 Any alterations, additions, or deletions to the terms of this Contract shall be made by amendment hereto in writing and executed by both parties to this Contract.
- 13.10 This Contract takes effect on September 1, 2009, and shall terminate on August 31, 2011.

AGREED TO:



 Paul Mallett
 Executive Director
 Texas Commission on State Emergency Communications
 333 Guadalupe, Suite 2-212
 Austin, Texas 78701-3942

7/23/09

 Date



 Mike Eastland
 Executive Director
 North Central Texas Council of Governments
 P. O. Box 5888
 Arlington, Texas 76005

7/24/09

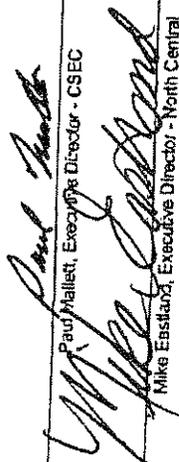
 Date

RECEIVED
 JUL 31 2009
 CSEC

ATTACHMENT "A"
FY 2010-2011 RECIPIENT 9-1-1 COSTS SUMMARY
Summary Costs Approved for Allocation for the: North Central Texas Council of Governments

Regional Planning Commission 9-1-1 Program Budget	Appropriation Year 2010					Appropriation Year 2011						
	Strategy 1 - Network Operations			Totals	Strategy 2 - Equipment Replacement		Strategy 1 - Network Operations			Totals	Strategy 2 - Equipment Replacement	
	Program	Administration	Total		Program	Administration	Total	Program	Administration		Total	Program
Original Budget	\$7,020,944	\$849,843	\$7,870,587	\$65,000		\$7,935,587	\$6,301,568	\$879,843	\$7,181,411	\$355,000		\$7,536,411
Current Approved Budget	\$7,020,944	\$849,843	\$7,870,587	\$65,000		\$7,935,587	\$6,301,568	\$879,843	\$7,181,411	\$355,000		\$7,536,411
Method of Finance												
Appropriated Service Fees			7,870,587	65,000		\$7,935,587			7,181,411	355,000		\$7,536,411
Total Service Fee Method of Finance			\$7,870,587	\$65,000		\$7,935,587			\$7,181,411	\$355,000		\$7,536,411
Appropriated Equalization Surcharge						\$0						\$0
Total Surcharge Method of Finance			\$0	\$0		\$0			\$0	\$0		\$0
Total Method of Finance			\$7,870,587	\$65,000		\$7,935,587			\$7,181,411	\$355,000		\$7,536,411

With my signature below, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget" shown for each Appropriation Year above.


 Paul Mallett, Executive Director - CSEC

7/27/09
 Date


 Mike Eastman, Executive Director - North Central

RECEIVED

JUL 31 2009

CSEC

Attachment B
Manual ALI Agreement

North Central Texas Council of Governments

Regional 9-1-1 Program

Manual ALI Request Form

PSAP Name: _____

Date: _____

This letter is to request that the "manual ALI Query" feature be enabled at <Insert PSAP Name here>.

The 9-1-1 customer premises equipment (CPE) provided by NCTCOG has been configured to allow manual queries, and is compatible with the manual ALI query protocol of NCTCOG and the database provider. MANUAL ALI QUERY SERVICES WILL ONLY BE USED IN THE HANDLING OF EMERGENCY CALLS. All manual ALI queries must also be documented using the reason feature.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCTCOG operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Please mail, fax or email this form back no later than September 15, 2011 to:

North Central Texas Council of Governments

9-1-1 Program

PO Box 5888

Arlington, Texas 76005-5888

~or~

Fax: 817-640-7492

~or~

Email: hperez@nctcog.org Subject: Interlocal Agreement-Manual ALI Agreement

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief / Sheriff

Date

Communications Supervisor / Manager

Date

Attachment C
NCTCOG Equipment Room Site Requirements



NCTCOG
TELEPHONE EQUIPMENT ROOM AND ELECTRICAL REQUIREMENTS SUMMARY
(Complete specifications are attached)

Your electrician must work closely with the telephone installers to assure all room requirements are followed and completed by the equipment room ready date.

Fire Protection:

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be located in the P.B.X. room.
- If possible, non-combustible material should be used for the room construction.

Security Precautions:

- You may need to extend and improve existing building security to provide adequate protection for the Meridian 1 equipment.
- Electric locks or push button access code or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 59 to 86 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the Meridian 1, equipment room personnel and the lighting.
- For estimates on BTU output of the equipment, please consult with on site installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted.
- The room floor should be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting should provide 50 to 75 foot-candles measured 30" above the equipment room floor.

Grounding:

- A single point, isolated ground is required unless superceded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous, with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- The electrical service panel should be located in the equipment room.
- Voltage required is 208/120 V three phase; four wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred however a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required and the ground must terminate on the IG buss. (exact number, location and type of receptacles required will be supplied by the telephone installer)
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.

Attachment D
NCTCOG Host Agreement (If applicable)

Issue

Consider and/or act upon the issuance of a special permit to allow a fireworks display during the Murphy Maize Days celebration on September 24, 2011

Background

City ordinance Section 34-41 states “the possession of fireworks or discharge of fireworks within the city to be unlawful except where a special permit has been issued by the city council and approved by the city fire marshal.”

Therefore, we are requesting council issue a special permit that will allow the city’s selected vendor to bring fireworks into the city and then to discharge them after the fire marshal, or his designee, has reviewed the firing area, weather and wind conditions, and has approved the start of the fireworks display.

The selected vendor, Pyrotech, Inc., has obtained a permit from the State of Texas Fire Marshal’s office. They also have listed City of Murphy as an also insured on their Certificate of Insurance. Valid state pyrotechnic licenses are verified by the Fire Marshal prior to allowing the display to take place.

Financial Considerations

N/A

Other Considerations

N/A

Board/Staff Recommendation

Staff recommends council issue a special permit allowing the possession and discharge of fireworks to Pyrotech, Inc. in accordance with City of Murphy Codes and Ordinances Sec. 34-41.

Attachments

Certificate of Insurance
Site Plan
State Permit

Mark E. Lee
Submitted By

City Manager Approval

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
TELEPHONE: (205) 854-5806

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
FAX: (205) 854-5899

CERTIFICATE OF INSURANCE

NO. 160045

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000003209-21-1009

NAMED INSURED Pyrotex, Inc.
4368 FM 1553
Leonard, Texas 75452

POLICY TERM March 1, 2011 to March 1, 2012; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: Occurrence Basis Claims Made Basis

LIMIT OF LIABILITY \$5,000,000 each occurrence, \$6,000,000 general aggregate, \$5,000,000 products/completed operations aggregate
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS Public fireworks display and special effects contractor

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s) of a fireworks display fired by the Named Insured and/or 2) the owner(s) of any property (or barge) at which the Named Insured shoots a fireworks display and/or 3) the licensing authority issuing a permit or license for a fireworks display fired by the Named Insured and/or 4) an entity for which coverage is required by written contract.

**NAME(S) OF
ADDITIONAL INSURED(S)**

City of Murphy, Texas – 206 N. Murphy Road, Murphy, TX 75094
Plano ISD – 2700 W. 2700 W. 15th Street, Plano, TX 75075

DISPLAY LOCATION

250 N. Murphy Road, Murphy, TX

DISPLAY DATE(S)

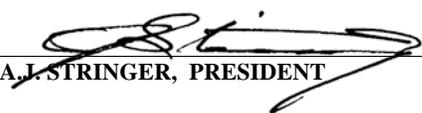
September 24-25, 2011

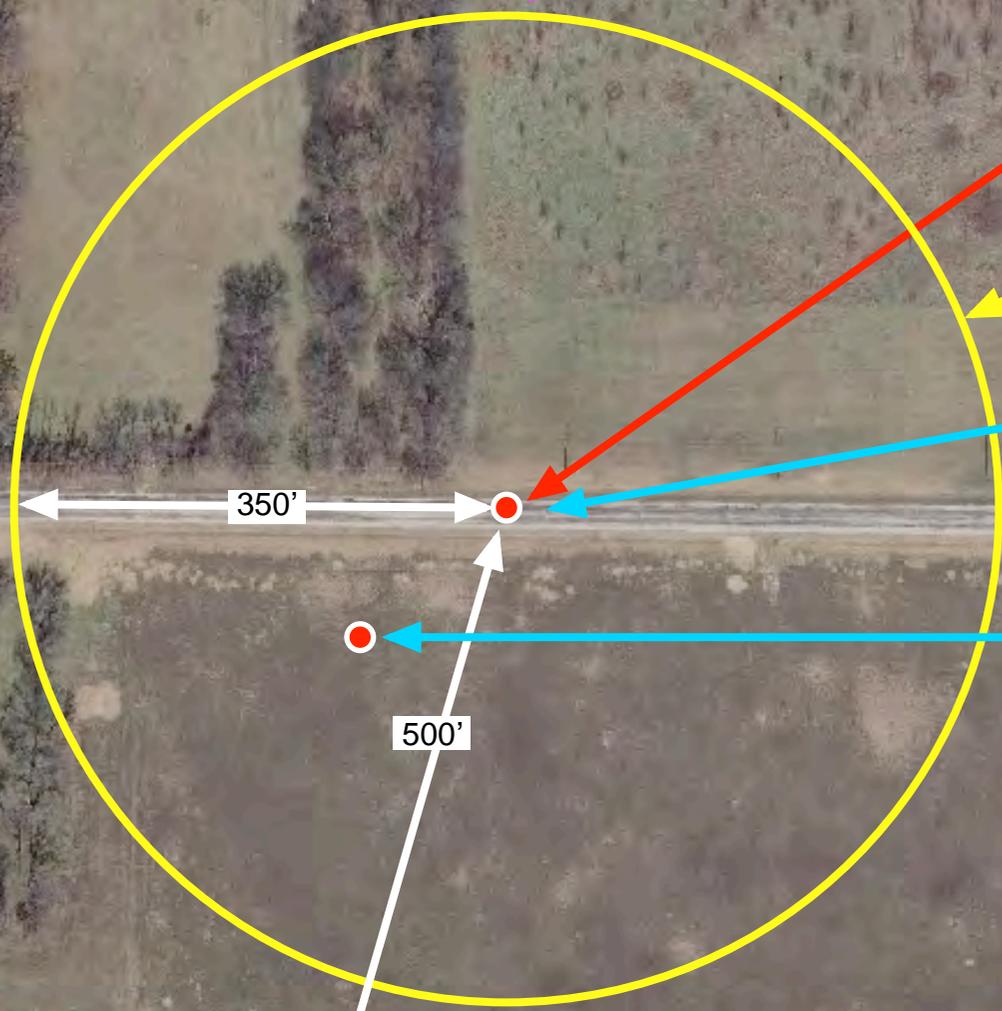
It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

July 6, 2011

DATE OF ISSUE


A.J. STRINGER, PRESIDENT



Firing Site is on Tom Clevenger Road, surrounded by an open field East of N. Murphy Road.

The safety perimeter is a circle with a radius of 350 feet, centered on the firing site. The safety perimeter encompasses the fallout area.

Trailer Site on road.

There are five (5) security guards for the firing site (•).

Ground Effects site.

All roads within the fallout area are closed and barricaded.

There are no occupied dorms or classrooms within 600'.

The Audience is located in the City Hall grounds. There is a barrier to prevent access by the audience.

Audience

FIREWORKS SINGULAR PUBLIC DISPLAY PERMIT

FDP-7130

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE
Paul W. Maldonado
Paul Maldonado, State Fire Marshal

Display Date:
Between the
hours of:

09-24-2011
9:00 PM and
12:00 AM

Location:
FIRING SITE IS AN OPEN FIELD WEST OF MURPHY ROAD AND SOUTH OF CLEVINGER ROAD, MURPHY
Alternate Location:

Provision(s): APPROVED SAFETY APPAREL TO BE WORN DURING THE EVENT.

Issued To: **PYROTEX, INC.**
MURPHY
4368 FM 1553
LEONARD TX 75452

Pyrotechnic Operator:
LINDA MARIE HARRISON, FPO-1078
RANDY EDWIN BECKHAM, FPO-0523, SEO-0001

DATE ISSUED: 8/10/2011 THIS PERMIT IS VALID ONLY IF THE TEXAS PYROTECHNIC OPERATOR'S LICENSE IS CURRENT ON THE DATE OF THIS DISPLAY.

FIREWORKS SINGULAR PUBLIC DISPLAY PERMIT

FDP-7130

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE
Paul W. Maldonado
Paul Maldonado, State Fire Marshal

Display Date:
Between the
hours of:

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Provision(s): APPROVED SAFETY APPAREL TO BE WORN DURING THE EVENT.

Issued To: **PYROTEX, INC.**
MURPHY
4368 FM 1553
LEONARD TX 75452

Pyrotechnic Operator:
LINDA MARIE HARRISON, FPO-1078
RANDY EDWIN BECKHAM, FPO-0523, SEO-0001

DATE ISSUED: 07-12-2011 THIS PERMIT IS VALID ONLY IF THE TEXAS PYROTECHNIC OPERATOR'S LICENSE IS CURRENT ON THE DATE OF THIS DISPLAY.

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

FDP-7130

FIREWORKS SINGULAR PUBLIC DISPLAY PERMIT

Location: **FIRING SITE IS AN OPEN FIELD WEST OF MURPHY ROAD AND SOUTH OF CLEVINGER ROAD**

Display Date: 09-24-2011
Between the 9:00 PM and
hours of: 12:00 AM

Provision (s): **APPROVED SAFETY APPAREL TO BE WORN DURING THE EVENT.**

Pyrotechnic Operator (s):
LINDA MARIE HARRISON, FPO-1078
RANDY EDWIN BECKHAM, FPO-0523, SEO-0001

Issued To: **PYROTEX, INC.**

PYROTEX, INC.
MURPHY
4368 FM 1553
LEONARD TX 75452

Issue

Consider and/or act upon approval of a professional services contract with Dunkin Sims Stoffels Inc., for architectural services for buildings, parking, and other facilities needed with the Murphy Central Park Project.

Background

The City of Murphy applied for a \$500,000 Collin County Park Grant (100%), for the Murphy Central Park buildings (restroom/concession/storage/pavilion), parking, and section of trails in the plaza. Grant awards are announced October 2011. This project needs to be ready for construction to be completed in one year, per requirement of the Collin County Grant Program.

Dunkin Sims Stoffels Inc., is currently under contract for park design services for the Central Park project including the trail link from the Municipal Complex to the existing footbridge at *The Preserve*, and a new footbridge from Maxwell Creek Subdivision to Willow Wood Ranch Estates and a trail link southward to Murphy Marketplace. The project also includes multi-use athletic fields, a nature trail, a spray water feature, pavilion, playground, and an amphitheater.

Financial Considerations

Funds are available for this project from the 2008 Bonds, TPWD outdoor grant, 4B funds, and portion of the Safe Routes to School sidewalk grant. If Collin County does not fund the \$500,000 for the buildings, funds will be needed from the 2008 series 3 Bond Sale and/or 4B sales tax.

Initial contract was 8% of construction budget. An add service contract will be needed for architectural services for the restroom / concession building, parking lots, and other items needed which were not included in the initial park planning scope of work. Since DSS has not billed the City for this project, the attached contract voids the previous contract and establishes this as the total contract price.

Staff Recommendation

Staff recommends approval of the professional service contract for Dunkin, Sims Stoffels, Inc.

Attachments

- 1) Contract

Kim Lenoir, Development Manager
Submitted By

Approved by

EXHIBIT 'A'

August 5, 2011

Ms. Kim Lenoir
Parks Development Manager
City of Murphy
206 North Murphy Road
Murphy, Texas 75094

Dear Ms. Lenoir:

We appreciate the opportunity to submit this Scope of Services for Murphy Central Park. This proposal is being submitted for your review and approval. The Scope of Services is divided into two Phases: Phase I - Basic Design Services and Construction Documents; and Phase II - Additional Services.

PHASE I - BASIC DESIGN SERVICES AND CONSTRUCTION DOCUMENTS

Design Development Services

Based on the final Master Plans approved for the park, we will prepare construction documents in order to obtain competitive bids for construction of the park. The following scope will outline the detailed services provided to the City of Murphy for completion of the park.

Through the design development process we will provide updated cost estimates as we proceed with plan development. The park elements in the proposal were selected at the August 2, 2011 Council Meeting. The services in this phase are divided into three sections: (1) construction documents and specifications; (2) bidding and contract award; and (3) construction administration. Each section sets forth the services to be performed.

The following park elements will be included in the Design Development phase for the park.

Murphy Central Park – Phase I Construction

Trails

- 10' Wide Trail to N. Maxwell Creek
- 8' Wide Trail to Murphy Business District
- 10' Wide Trail West – School to Fire Station
- 10' Wide Trail East – Plaza to Neighborhood
- 20' Wide Trail Through Plaza
- 10' Wide Trail Connection to Nature Trail
- Nature Trail (Environmental Education Area)

- 70' Bridge Southern
- 50' Bridge To School
- Environmental Kiosk
- Cultural Kiosk

Parking

- Parking – East with 10' Walk – 78 Spaces
- Lacrosse/Soccer Fields (Un-Lighted) with Grading

Plaza

- Concrete Flatwork
- Retaining Wall With Stone (2" Tall Average)
- Guardrails and Handrails
- Sprayground
- Decomposed Granite Picnic Area
- Playground Equipment & Surface Material (Ages 5-12)
- Landscape Areas
- Pavilion
- Benches (7)
- Picnic Tables (8)
- Restroom/Concession

Amphitheater Stage

- Color Texture Pattern Slab, Landscape, Base Electric
- Site Preparation
- Erosion Control
- Site Grading (Including 7,500 C.Y. Approximate from Annex)
- Entry Signs/Gateways
- Texas Parks & Wildlife Acknowledgement Sign

Irrigation

- East (2 Fields)
- Plaza Area
- Between Parking and Road

Hydromulch

- East (2 Fields)
- Plaza Area
- East Berm and Walk
- Between Parking and Road

Utilities

- Water
- Sewer
- Electricity

Add Alternates – Park Elements

Solid Sod in Lieu of Hydromulch

- West (1 Field)
- East (2 Fields)
- Plaza Area
- East Berm and Walk
- Between Parking and Road
- Irrigation West #3 (1 Field) and Hydromulch
- Irrigation East Berm and Walk
- Parking – Entry Drive from Murphy Road
- Parking – West – With 10' Walk – 60 Spaces
- Tree Planting (62 Shade / 23 Ornamental)
- Irrigation Storage Tank

Add Alternates - Amphitheater

- Slope Seating

Construction Documents and Specifications

Construction documents and specifications will be prepared for the park elements outlined in the opinion of probable cost for construction. The consulting team will perform the following tasks in this section of the project:

- Grading Plan(s), which will establish grades for all elements of the project.
- Layout Plan(s) locating by dimensions all structures, walks, trails, fence lines, planting areas, signs, etc.
- Prepare planting plan for the project.
- Concession/Restroom Architectural Plan.
- Construction Details providing plans, sections, elevations of the individual elements of the plans.
- Irrigation Plans illustrating heads, valves, pipe and controller.
- Prepare proposal forms and appropriate add or deduct alternates.
- Prepare the project manual

Bidding and Contract Award

The Consultant will be responsible for the following tasks in this phase:

- Distribute plans and specifications from our office to interested contractors.
- Answer questions and interpret drawing during the bidding period.
- Assist the City in receiving bids.
- Prepare and distribute any required addendum.

- Attend the bid opening and prepare a bid tabulation sheet for completion at the bid opening.
- Analyze the bids and make a written recommendation to the City for awarding a contract.

Construction Administration

We will perform the following tasks during this phase of the project:

- Consultation and advice to the City.
- Preparation of elementary and supplementary sketches required to resolve field conditions.
- Approval of submittals and shop drawings submitted by contractors for conformance with the design concept.
- The consulting team shall make periodic site visits to determine if the project is proceeding in accordance with the contract documents. The consulting team shall not be responsible or liable for the Contractor's failure to perform the construction work in accordance with the contract documents.
- Review and approval of all certificates for payment submitted by the Contractor.
- Prepare Change Orders for the City's approval and execution.
- Coordinate final site walk through with the City at the conclusion of the construction and provide a punch list to Contractor to complete the project.

The City of Murphy will provide the following to Dunkin Sims Stoffels, Inc.:

- A boundary map of the site
- A topography map of the site with 1' contours
- Construction documents for the City Hall Complex

Professional Fees

The following shall outline our fixed fees for the scope of services for each park. The Consultants fee is based on a construction budget of \$2,577,115.00. The fee for this work is \$206,169.00. The City Engineer will perform survey and platting cost outside of the landscape architecture fee.

Murphy Central Park.....\$ 206,169.00

PHASE II-ADDITIONAL SERVICES

The following items set forth below are services provided in addition to Basic Design Services. Costs for each item listed have been provided as a reimbursable expense. This scope or park elements may change based on the master plan and design development phase. Additional fees or services may be added once the final scope and budget are established.

Plan and Specification Printing

The Consultant will invoice the City at cost plus 10% for all out-of-house printing of plans, specifications and plotting of AutoCAD files. Requested mounting or laminating of master plans will also be invoiced at the incurred cost.

In-house printing of check prints for use in preparing the construction documents are included in the basic design services.

Postage and delivery expenses will not be invoiced during the Design Phase of the contract. Courier, express mail, or overnight delivery charges, as well as, the cost of mailing sets of contract

documents to prospective bidders will be charged to the City. We would recommend the City budget \$8,000.00 for this task.

Geotechnical Survey

A Geotechnical Survey will be required for soil analysis and recommendation for the bridge and other structures in the park. The City should budget \$14,000.00 for this task.

Texas Department of Licensing and Regulation – Plan Review and Inspection Fees

The Consultant shall be reimbursed for the TDLR Review and Inspection fees. The City should budget \$4,000.00 for this task.

Additional Services

Additional Services which are not included in this proposal include:

- Preparation of final or preliminary plats
- Detail site plans required by the City Planning Department
- Permits or plans for trail/railroad crossings

Summary of Fees

Phase I – Basic Design Services and Construction Documents

Murphy Central Park	<u>\$206,169.00</u>
Total Phase I:	\$206,169.00

Phase II – Additional Services:

Plan and Specification Printing	\$ 8,000.00
Geotechnical Survey	\$ 14,000.00
TDLR Fees	<u>\$ 4,000.00</u>
Total Phase II:	<u>\$ 26,000.00</u>

TOTAL SERVICES FEES:	\$232,169.00
-----------------------------	---------------------

Preparation of Alternates

The Consultant's fees are based upon the total dollars allocated for construction of the project. The Consultant will prepare an estimate for probable cost of construction. This estimate will be based on the design development phase of the project. Should the City request design alternates be prepared for bidding, the consulting team will invoice the City in addition to the original contract amount, the agreed percentage of construction cost for preparation of plans, construction documents and specifications for the alternates. Any such expenses shall be pre-authorized by the City in advance of work being performed.

The consulting team appreciates the opportunity to submit this Scope of Services and we look forward to working with you and the City of Murphy. If you have any questions, do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Sims". The signature is stylized with a large initial "D" and "S".

Dennis Sims, ASLA
Principal



**Preliminary Cost Estimate
MURPHY CENTRAL PARK - PHASE I (CONSTRUCTION)
City of Murphy, Texas
August 5, 2011**

MASTER PLAN	FUNDING SOURCE	QUANTITY	COST	
TRAILS				
10' WIDE TRAIL TO N. MAXWELL CREEK	⚙️		\$	125,000.00
8' WIDE TRAIL TO MURPHY BUSINESS DISTRICT	⚙️		\$	40,000.00
10' WIDE TRAIL WEST - SCHOOL TO FIRE STATION (SRTS)	🚶		\$	72,000.00
10' WIDE TRAIL EAST - PLAZA TO NEIGHBORHOOD (SRTS) (CCGF)	🚶 \$		\$	50,500.00
20' WIDE TRAIL THROUGH PLAZA (SRTS)	🚶		\$	85,500.00
10' WIDE TRAIL CONNECTION TO NATURE TRAIL	⚙️		\$	15,000.00
NATURE TRAIL (ENVIRONMENTAL EDUCATION AREA)	⚙️		\$	12,000.00
70' BRIDGE SOUTHERN	⚙️		\$	120,000.00
50' BRIDGE TO SCHOOL (SRTS)	🚶		\$	50,000.00
ENVIRONMENTAL KIOSK	⚙️		\$	4,000.00
CULTURAL KIOSK	⚙️		\$	8,000.00
PARKING				
PARKING - EAST WITH 10' WALK - 78 SPACES (CCGF)	\$		\$	140,000.00
LACROSSE/ SOCCER FIELDS (UN-LIGHTED) WITH GRADING	⚙️		\$	75,000.00
PLAZA				
CONCRETE FLATWORK			\$	112,225.00
RETAINING WALL WITH STONE (2" TALL AVERAGE)			\$	83,400.00
GUARDRAILS AND HANDRAILS			\$	9,000.00
SPRAYGROUND	⚙️		\$	235,000.00
DECOMPOSED GRANITE PICNIC AREA			\$	7,100.00
PLAYGROUND EQUIPMENT & SURFACE MATERIAL (AGES 5-12)	⚙️		\$	55,000.00
LANDSCAPE AREAS	⚙️		\$	12,000.00
PAVILION (CCGF)	⚙️ \$		\$	45,000.00
BENCHES (7)	⚙️		\$	7,000.00
PICNIC TABLES (8)	⚙️		\$	12,000.00
RESTROOM/CONCESSION (CCGF)	\$		\$	300,000.00
AMPHITHEATER STAGE				
COLOR TEXTURE PATTERN SLAB, LANDSCAPE, BASE ELECTRIC	⚙️		\$	61,000.00
SITE PREPARATION			\$	8,000.00
EROSION CONTROL			\$	20,000.00
SITE GRADING (INCLUDING 7,500 C.Y. APPROXIMATE FROM ANNEX)			\$	100,000.00
ELECTRIC (UNDERGROUND)			\$	200,000.00
ENTRY SIGNS/ GATEWAYS			\$	30,000.00
TEXAS PARKS & WILDLIFE ACKNOWLEDGEMENT SIGN	⚙️		\$	1,000.00
IRRIGATION				
EAST (2 FIELDS)	⚙️	7 ACRES	\$	122,500.00
PLAZA AREA		1 ACRE	\$	17,500.00
BETWEEN PARKING AND ROAD		1.5 ACRES	\$	26,250.00
HYDROMULCH				
EAST (2 FIELDS)	⚙️	7 ACRES	\$	30,520.00
PLAZA AREA		1 ACRE	\$	4,360.00
EAST BERM AND WALK		2 ACRES	\$	8,720.00
BETWEEN PARKING AND ROAD		1.5 ACRES	\$	6,540.00
UTILITIES				
WATER			\$	20,000.00
SEWER			\$	20,000.00
ELECTRICITY			\$	20,000.00
TOTAL:				\$ 2,371,115.00
CONSTRUCTION CONTINGENCY (5%)				\$ 118,555.75
PHASE I CONSTRUCTION - GRAND TOTAL :			\$	2,171,115.00
\$				2,489,670.75
CITY OF MURPHY FUNDING SOURCES				
TEXAS PARKS & WILDLIFE FUNDS:	⚙️		\$	500,000.00
SAFE ROUTE TO SCHOOL FUNDS:	🚶		\$	258,000.00
COLLIN COUNTY GRANT FUNDS:	\$		\$	500,000.00
CITY OF MURPHY FUNDS:			\$	1,231,670.75
PROJECT GRAND TOTAL:				\$ 2,489,670.75

ADD ALTERNATES - PARK ELEMENTS				
1 SOLID SOD IN LIEU OF HYDROMULCH				
2	WEST (1 FIELD)		3.3 ACRES	25,625.00
3	EAST (2 FIELDS)		7 ACRES	55,313.00
4	PLAZA AREA		1 ACRE	7,740.00
5	EAST BERM AND WALK		2 ACRES	15,480.00
6	BETWEEN PARKING AND ROAD		1.5 ACRES	11,610.00
7	IRRIGATION WEST #3 (1 FIELD) AND HYDROMULCH		3.3 ACRES	72,125.00
8	IRRIGATION EAST BERM & WALK		2 ACRES	35,000.00
9	PARKING - ENTRY DRIVE FROM MURPHY ROAD			31,000.00
10	PARKING - WEST - WITH 10' WALK - 60 SPACES			110,000.00
11	BLEACHER CONCRETE			25,000.00
12	BLEACHER SHADE STRUCTURES			37,500.00
13	TREE PLANTING (62 SHADE / 23 ORNAMENTAL)			40,000.00
14	IRRIGATION STORAGE TANK			65,000.00
PARK ELEMENTS ADD ALTERNATES TOTAL:			\$	246,000.00
\$				531,393.00
ADD ALTERNATES - AMPHITHEATER				
1	STONE COLUMNNS			\$ 40,000.00
2	STEEL ARCH			\$ 80,000.00
3	STONE SEATING			\$ 75,000.00
4	SLOPE SEATING			\$ 160,000.00
5	ACCENT LIGHTING (ELECTRICAL)			\$ 20,000.00
AMPHITHEATER ADD ALTERNATES TOTAL:			\$	160,000.00
\$				375,000.00

Issue

Consider and/ or act upon award of bid contract to relocate water and sewer lines on North Murphy Road for the upcoming TXDOT road widening project/ FM 2551.

Background

The Texas Department of Transportation (TXDOT) has awarded a \$15.8 million dollar contract to Lone Star Civil Construction, Inc. to reconstruct and widen the 2-lane rural FM 2551 to a 6-lane urban divided roadway from FM 544 to FM 2514. The current projections from TXDOT are that the contractor mobilization will begin early 2012. The City of Murphy must relocate water and sewer lines that are in the expanded roadway project. The City is currently acquiring additional right-a-way for the City utility relocation project. Over 70% of the necessary easements have been acquired. The utility relocation project is scheduled to begin in September 2011 and be completed in February 2012. This will be a very challenging project as we install new lines and will require strong oversight by the City to ensure compliance and accountability.

Financial Considerations

Funds are available for this project from the 2009 Certificate of Obligation bonds. The projected cost for this was \$1.2 million. The additional dollars needed to complete the project will be from the improvements to the sewer trunk line; this project will be pushed back until the dollars are available. The improvements will not be needed until the new phase in Maxwell Creek comes online with houses being built and occupied. In December 2010, the city awarded a contract to our city engineer in the amount of \$248,000 for this project. When you add this amount to the projected construction cost, the total project cost is approximately \$2,221,297.

Staff Recommendation

The low bidder on the proposed project is TNT Construction in the amount of \$1,973,297.24. However, upon review of the bidder, the city found concerns regarding their financial responsibilities on other projects. The second lowest bidder is Muniz Construction, Inc. out of Dallas in the amount of \$2,028,026.00. This is a difference of \$54,728.76. I am researching further TNT's work history and financial management practices and will have a formal recommendation before Tuesday night.

Attachments

- 1) FM 2551 (North Murphy Road) Utility Relocation Bid Award Recommendation from the City Engineer dated 8/10/2011.

Submitted By
Kim Lenoir, Development Manager

Approved by
James Fisher

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.

August 10, 2011

Mr. James Fisher
City Manager
City of Murphy
206 North Murphy Road
Murphy, Texas 75094

Re: F.M. 2551 Utility Relocations
Bid Award Recommendation

Dear Mr. Fisher:

We have checked the bids received Thursday, August 4, 2011 at 2:00 p.m. for the F.M. 2551 Utility Relocations project. Seven contractors submitted bids on this project. We are enclosing six (6) copies of the Bid Tabulation and Bid Summary for your review and use.

TNT's Pipeline Corp. of Southlake, Texas submitted the low bid in the amount of \$1,973,197.24. TNT's Pipeline Corp's bid contained no irregularities, no bid exceptions and no errors.

We have reviewed TNT's Pipeline Corp's experience, equipment available for the project and their financial information provided. They have recently successfully completed similar projects for the Cities of Rockwall and Royse City, and the North Texas Municipal Water District. We have contacted the references provided and the workmanship of the projects was acceptable and completed in a timely manner. Their equipment list is satisfactory for this project.

However, there are concerns regarding the administrative aspect of projects. Some instances have arisen where they have not paid suppliers, or have had lengthy delays processing the required forms. TNT's Pipeline Corp's financial statement, dated December 31, 2010, also indicated limited cash reserves. As such, we have reservations about TNT's Pipeline Corp's financial capability to properly pursue this project.

Muniz Construction, Inc. of Dallas, Texas submitted the second low bid in the amount of \$2,028,026.00. Muniz Construction, Inc. meets the qualification requirements of the bid documents. They have a record of satisfactorily completing similar projects throughout North Texas; have adequate equipment; and financial resources to properly pursue this project.

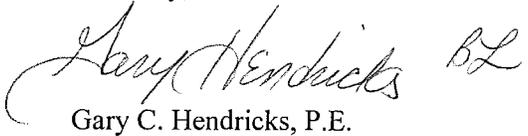
We recommend the City consider award of the project to TNT's Pipeline Corp. in the contact amount of \$1,973,197.24 with the understanding that the City may encounter administrative difficulties throughout the project, including financial matters. If the City has concerns regarding the administrative and financial

Mr. James Fisher
FM 2551 Utility Relocations – Award Recommendation
August 10, 2011
Page 2 of 2

matters presented above, we recommend the City award a contract to Muniz Construction, Inc. in the amount of \$2,028,026.00.

We are available to discuss this project and our recommendation further at your convenience.

Sincerely,

 B.L.

Gary C. Hendricks, P.E.

Enclosures

cc: Ms. Joy Hart

CITY OF MURPHY, TEXAS
F.M. 2551 (N. Murphy Road) Utility Relocations
F.M. 544 to Rolling Ridge Drive

BID SUMMARY

Bids Received at 2:00 p.m., Thursday, August 4, 2011

Contractor	Sewer (101-132)	Water (201-238)	Removal/Misc (301-323)	Total Amount Bid
1. TNT's Pipeline Corp. 190 West S.H. 114, Suite D Southlake, Texas 76092	\$ 776,755.32	\$ 1,058,278.32	\$ 138,163.60	\$ 1,973,197.24
2. Muniz Construction, Inc. 8035 E. RL Thornton Frwy., #304 Dallas, Texas 75228	\$ 902,601.00	\$ 924,491.00	\$ 200,934.00	\$ 2,028,026.00
3. The Fain Group, Inc. 1616 North Sylvania Ave. Fort Worth, Texas 76111	\$ 926,735.00	\$ 1,159,345.00	\$ 213,663.00	\$ 2,299,743.00
4. Lewis Contractors, Inc. 107 N. Grange Bertram, Texas 78605	\$ 976,828.00	\$ 1,331,834.00	\$ 157,786.00	\$ 2,466,448.00
5. UtiliTex Construction, LLP 2300 Peachtree Rd. Balch Springs, Texas 75180	\$ 915,125.00	\$ 1,446,518.00	\$ 201,163.50	\$ 2,562,806.50
6. Saber Development Corp. P. O. Box 540186 Dallas, Texas 75354	\$ 934,440.30	\$ 1,653,010.50	\$ 217,104.05	\$ 2,804,554.85
7. Dowager Utility Construction, Ltd. 2464 Manana Dr. Dallas, Texas 75220	\$ 1,102,852.00	\$ 1,433,437.00	\$ 331,591.00	\$ 2,867,880.00

TABULATION OF BIDS

Date: August 4, 2011

Project: CITY OF MURPHY, TEXAS
 F.M. 2551 (N. Murphy Road) Utility Relocations
 F.M. 544 to Rolling Ridge Drive

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 Dallas, Texas

BID OF

 TNT's Pipeline Corp.
 190 West S.H. 114, Suite D
 Southlake, Texas 76092

BID OF

 Muniz Construction, Inc.
 8035 E. RL Thornton Frwy., #304
 Dallas, Texas 75228

BID OF

 The Fain Group, Inc.
 1616 North Sylvania Ave.
 Fort Worth, Texas 76111

BID OF

 Lewis Contractors, Inc.
 107 N. Grange
 Bertram, Texas 78605

Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension						
			SEWER								
101	231	L.F.	Furnish & Install 4-Inch SDR35 PVC Sanitary Sewer Line by Open Cut	\$23.40	\$ 5,405.40	\$29.00	\$ 6,699.00	\$19.00	\$ 4,389.00	\$32.00	\$ 7,392.00
102	2,648	L.F.	Furnish & Install 8-Inch SDR35 PVC Sanitary Sewer Line by Open Cut	\$27.30	\$ 72,290.40	\$36.50	\$ 96,652.00	\$24.00	\$ 63,552.00	\$47.00	\$ 124,456.00
103	112	L.F.	Furnish & Install 10-Inch SDR35 PVC Sanitary Sewer Line by Open Cut	\$29.20	\$ 3,270.40	\$42.00	\$ 4,704.00	\$27.00	\$ 3,024.00	\$62.00	\$ 6,944.00
104	2,034	L.F.	Furnish & Install 12-Inch SDR35 PVC Sanitary Sewer Line by Open Cut	\$33.00	\$ 67,122.00	\$56.00	\$ 113,904.00	\$30.00	\$ 61,020.00	\$55.00	\$ 111,870.00
105	484	L.F.	Furnish & Install 15-Inch SDR35 PVC Sanitary Sewer Line by Open Cut	\$37.75	\$ 18,271.00	\$70.00	\$ 33,880.00	\$39.00	\$ 18,876.00	\$46.00	\$ 22,264.00
106	659	L.F.	Furnish & Install 18-inch SDR35 PVC Sanitary Sewer Line by Open Cut	\$49.35	\$ 32,521.65	\$73.00	\$ 48,107.00	\$48.00	\$ 31,632.00	\$78.00	\$ 51,402.00
107	703	L.F.	Furnish & Install 8-Inch SDR35 PVC Sanitary Sewer Line in 16-Inch Steel Encasement by Other Than Open Cut	\$171.30	\$ 120,423.90	\$110.00	\$ 77,330.00	\$218.00	\$ 153,254.00	\$208.00	\$ 146,224.00
108	593	L.F.	Furnish & Install 12-Inch SDR35 PVC Sanitary Sewer Line in 20-Inch Steel Encasement by Other Than Open Cut	\$187.00	\$ 110,891.00	\$135.00	\$ 80,055.00	\$234.00	\$ 138,762.00	\$233.00	\$ 138,169.00
109	120	L.F.	Furnish & Install 18-Inch SDR35 PVC Sanitary Sewer Line in 24-Inch Steel Encasement by Other Than Open Cut	\$278.00	\$ 33,360.00	\$155.00	\$ 18,600.00	\$335.00	\$ 40,200.00	\$297.00	\$ 35,640.00
110	157	L.F.	Furnish & Install 8-Inch SDR35 PVC Sanitary Sewer Line by Other Than Open Cut	\$131.00	\$ 20,567.00	\$110.00	\$ 17,270.00	\$218.00	\$ 34,226.00	\$205.00	\$ 32,185.00
111	40	L.F.	Furnish & Install 12-Inch SDR35 PVC Sanitary Sewer Line by Other Than Open Cut	\$146.00	\$ 5,840.00	\$120.00	\$ 4,800.00	\$234.00	\$ 9,360.00	\$237.00	\$ 9,480.00
112	104	L.F.	Furnish & Install 18-Inch SDR35 PVC Sanitary Sewer Line by Other Than Open Cut	\$186.25	\$ 19,370.00	\$130.00	\$ 13,520.00	\$335.00	\$ 34,840.00	\$288.00	\$ 29,952.00
113	37	Ea.	Furnish & Install 4-Foot Dia. Standard Manhole	\$3,144.00	\$ 116,328.00	\$3,050.00	\$ 112,850.00	\$3,000.00	\$ 111,000.00	\$3,100.00	\$ 114,700.00
114	4	Ea.	Furnish & Install 4-Foot Drop Manhole	\$3,445.75	\$ 13,783.00	\$3,950.00	\$ 15,800.00	\$3,800.00	\$ 15,200.00	\$3,300.00	\$ 13,200.00
115	11	Ea.	Furnish & Install 5-Foot Standard Manhole	\$4,844.00	\$ 53,284.00	\$4,200.00	\$ 46,200.00	\$5,800.00	\$ 63,800.00	\$3,800.00	\$ 41,800.00
116	1	Ea.	Furnish & Install 5-Foot Drop Manhole	\$5,725.50	\$ 5,725.50	\$4,800.00	\$ 4,800.00	\$10,100.00	\$ 10,100.00	\$5,300.00	\$ 5,300.00
117	2	Ea.	Connect to Existing 6-Inch Sanitary Sewer	\$542.70	\$ 1,085.40	\$550.00	\$ 1,100.00	\$300.00	\$ 600.00	\$400.00	\$ 800.00
118	6	Ea.	Connect to Existing 8-Inch Sanitary Sewer	\$567.83	\$ 3,406.98	\$600.00	\$ 3,600.00	\$370.00	\$ 2,220.00	\$600.00	\$ 3,600.00
119	5	Ea.	Connect to Existing 10-Inch Sanitary Sewer	\$607.02	\$ 3,035.10	\$450.00	\$ 2,250.00	\$480.00	\$ 2,400.00	\$600.00	\$ 3,000.00
120	1	Ea.	Connect to Existing 12-Inch Sanitary Sewer	\$638.78	\$ 638.78	\$650.00	\$ 650.00	\$600.00	\$ 600.00	\$700.00	\$ 700.00
121	2	Ea.	Connect to Existing 15-Inch Sanitary Sewer	\$710.04	\$ 1,420.08	\$750.00	\$ 1,500.00	\$1,000.00	\$ 2,000.00	\$1,000.00	\$ 2,000.00
122	3	Ea.	Connect to Existing Manhole	\$1,769.50	\$ 5,308.50	\$500.00	\$ 1,500.00	\$600.00	\$ 1,800.00	\$800.00	\$ 2,400.00
123	16	Ea.	Connect to Existing 4-Inch Service Lateral, Furnish & Install Wye Outlet and Double Cleanout	\$643.12	\$ 10,289.92	\$650.00	\$ 10,400.00	\$500.00	\$ 8,000.00	\$1,000.00	\$ 16,000.00
124	1	Ea.	Cutting, Plugging & Abandoning Existing 4-Inch Sanitary Sewer Line	\$26.38	\$ 26.38	\$550.00	\$ 550.00	\$320.00	\$ 320.00	\$400.00	\$ 400.00
125	1	Ea.	Cutting, Plugging & Abandoning Existing 6-inch Sanitary Sewer Line	\$29.40	\$ 29.40	\$600.00	\$ 600.00	\$360.00	\$ 360.00	\$500.00	\$ 500.00
126	8	Ea.	Cutting, Plugging & Abandoning Existing 8-Inch Sanitary Sewer Line	\$44.48	\$ 355.84	\$490.00	\$ 3,920.00	\$440.00	\$ 3,520.00	\$600.00	\$ 4,800.00
127	18	Ea.	Cutting, Plugging & Abandoning Existing 10-Inch Sanitary Sewer Line	\$92.72	\$ 1,668.96	\$520.00	\$ 9,360.00	\$470.00	\$ 8,460.00	\$600.00	\$ 10,800.00
128	4	Ea.	Cutting, Plugging & Abandoning Existing 12-Inch Sanitary Sewer Line	\$128.92	\$ 515.68	\$550.00	\$ 2,200.00	\$560.00	\$ 2,240.00	\$800.00	\$ 3,200.00
129	6	Ea.	Cutting, Plugging & Abandoning Existing 15-Inch Sanitary Sewer Line	\$196.25	\$ 1,177.50	\$850.00	\$ 5,100.00	\$830.00	\$ 4,980.00	\$900.00	\$ 5,400.00
130	15	Ea.	Abandon Existing Sanitary Sewer Manhole	\$777.07	\$ 11,656.05	\$530.00	\$ 7,950.00	\$300.00	\$ 4,500.00	\$400.00	\$ 6,000.00
131	15	Days	For By-Pass Pumping at the Design Flow Rate of 0.25 MGD	\$1,005.00	\$ 15,075.00	\$4,250.00	\$ 63,750.00	\$3,000.00	\$ 45,000.00	\$750.00	\$ 11,250.00
132	15	Days	For By-Pass Pumping at the Design Flow Rate of 1.50 MGD	\$1,507.50	\$ 22,612.50	\$6,200.00	\$ 93,000.00	\$3,100.00	\$ 46,500.00	\$1,000.00	\$ 15,000.00
			AMOUNT BID - SEWER (Items 101 Through 132)		\$ 776,755.32		\$ 902,601.00		\$ 926,735.00		\$ 976,828.00

TABULATION OF BIDS

Date: August 4, 2011

Project: CITY OF MURPHY, TEXAS
 F.M. 2551 (N. Murphy Road) Utility Relocations
 F.M. 544 to Rolling Ridge Drive

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 Dallas, Texas

BID OF

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BID OF

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 The Fain Group, Inc.
 1616 North Sylvania Ave.
 Fort Worth, Texas 76111

BID OF

 Lewis Contractors, Inc.
 107 N. Grange
 Bertram, Texas 78605

Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
			WATER								
201	425	L.F.	Furnish & Install 1-inch Water Service by Open Cut	\$2.72	\$ 1,156.00	\$29.00	\$ 12,325.00	\$20.00	\$ 8,500.00	\$25.00	\$ 10,625.00
202	140	L.F.	Furnish & Install 6-inch Water Line by Open Cut	\$32.56	\$ 4,558.40	\$35.00	\$ 4,900.00	\$42.00	\$ 5,880.00	\$43.00	\$ 6,020.00
203	1,503	L.F.	Furnish & Install 8-inch Water Line by Open Cut	\$23.25	\$ 34,944.75	\$36.00	\$ 54,108.00	\$36.00	\$ 54,108.00	\$53.00	\$ 79,659.00
204	26	L.F.	Furnish & Install 10-inch Water Line by Open Cut	\$125.25	\$ 3,256.50	\$42.00	\$ 1,092.00	\$165.00	\$ 4,290.00	\$270.00	\$ 7,020.00
205	6,638	L.F.	Furnish & Install 12-inch Water Line by Open Cut	\$43.05	\$ 285,765.90	\$57.00	\$ 378,366.00	\$48.00	\$ 318,624.00	\$55.00	\$ 365,090.00
206	220	L.F.	Furnish & Install 18-inch Water Line by Open Cut	\$212.65	\$ 46,783.00	\$78.00	\$ 17,160.00	\$220.00	\$ 48,400.00	\$363.00	\$ 79,860.00
207	300	L.F.	Furnish & Install 1-inch Water Service in 2-inch Steel Encasement by Other Than Open Cut	\$6.50	\$ 1,950.00	\$45.00	\$ 13,500.00	\$32.00	\$ 9,600.00	\$56.00	\$ 16,800.00
208	913	L.F.	Furnish & Install 8-inch Water Line in 16-inch Steel Encasement by Other Than Open Cut	\$160.25	\$ 146,308.25	\$85.00	\$ 77,605.00	\$200.00	\$ 182,600.00	\$210.00	\$ 191,730.00
209	457	L.F.	Furnish & Install 12-inch Water Line in 20-inch Steel Encasement by Other Than Open Cut	\$198.50	\$ 90,714.50	\$120.00	\$ 54,840.00	\$220.00	\$ 100,540.00	\$250.00	\$ 114,250.00
210	366	L.F.	Furnish & Install 18-inch Water Line in 24-inch Steel Encasement by Other Than Open Cut	\$327.00	\$ 119,682.00	\$150.00	\$ 54,900.00	\$420.00	\$ 153,720.00	\$315.00	\$ 115,290.00
211	50	L.F.	Furnish & Install 8-inch Water Line by Other Than Open Cut	\$130.25	\$ 6,512.50	\$55.00	\$ 2,750.00	\$100.00	\$ 5,000.00	\$200.00	\$ 10,000.00
212	115	L.F.	Furnish & Install 12-inch Water Line by Other Than Open Cut	\$153.00	\$ 17,595.00	\$75.00	\$ 8,625.00	\$110.00	\$ 12,650.00	\$210.00	\$ 24,150.00
213	76	L.F.	Furnish & Install 18-inch Water Line by Other Than Open Cut	\$225.50	\$ 17,138.00	\$85.00	\$ 6,460.00	\$220.00	\$ 16,720.00	\$260.00	\$ 19,760.00
214	51	L.F.	Furnish & Install 8-inch Water Line, Class "G" Encasement	\$33.90	\$ 1,728.90	\$85.00	\$ 4,335.00	\$42.00	\$ 2,142.00	\$40.00	\$ 2,040.00
215	217	L.F.	Furnish & Install 12-inch Water Line, Class "G" Encasement	\$36.75	\$ 7,974.75	\$95.00	\$ 20,615.00	\$65.00	\$ 14,105.00	\$50.00	\$ 10,850.00
216	23	L.F.	Furnish & Install 18-inch Water Line, Class "G" Encasement	\$95.00	\$ 2,185.00	\$110.00	\$ 2,530.00	\$82.00	\$ 1,886.00	\$80.00	\$ 1,840.00
217	11	Ea.	Furnish & Install 6-inch Resilient Seated Gate Valve	\$1,020.17	\$ 11,221.87	\$810.00	\$ 8,910.00	\$800.00	\$ 8,800.00	\$1,050.00	\$ 11,550.00
218	22	Ea.	Furnish & Install 8-inch Resilient Seated Gate Valve	\$1,269.36	\$ 27,925.92	\$940.00	\$ 20,680.00	\$1,100.00	\$ 24,200.00	\$1,500.00	\$ 33,000.00
219	5	Ea.	Furnish & Install 10-inch Resilient Seated Gate Valve	\$1,900.66	\$ 9,503.30	\$1,200.00	\$ 6,000.00	\$1,800.00	\$ 9,000.00	\$2,000.00	\$ 10,000.00
220	18	Ea.	Furnish & Install 12-inch Resilient Seated Gate Valve	\$2,132.89	\$ 38,392.02	\$1,750.00	\$ 31,500.00	\$2,100.00	\$ 37,800.00	\$2,400.00	\$ 43,200.00
221	11	Ea.	Furnish & Install 18-inch Butterfly Valve	\$5,215.59	\$ 57,371.49	\$4,800.00	\$ 52,800.00	\$4,400.00	\$ 48,400.00	\$4,000.00	\$ 44,000.00
222	1	Ea.	Furnish & Install Fire Hydrant	\$3,600.92	\$ 3,600.92	\$2,050.00	\$ 2,050.00	\$2,900.00	\$ 2,900.00	\$3,000.00	\$ 3,000.00
223	9	Ea.	Relocate Existing Fire Hydrant	\$3,085.78	\$ 27,772.02	\$1,450.00	\$ 13,050.00	\$1,100.00	\$ 9,900.00	\$900.00	\$ 8,100.00
224	2	Ea.	Connect to Existing Fire Hydrant	\$1,043.00	\$ 2,086.00	\$950.00	\$ 1,900.00	\$600.00	\$ 1,200.00	\$800.00	\$ 1,600.00
225	1	Ea.	Connect to Existing 6-inch Water Line	\$1,049.72	\$ 1,049.72	\$850.00	\$ 850.00	\$460.00	\$ 460.00	\$1,000.00	\$ 1,000.00
226	18	Ea.	Connect to Existing 8-inch Water Line	\$1,227.89	\$ 22,102.02	\$860.00	\$ 15,480.00	\$750.00	\$ 13,500.00	\$1,200.00	\$ 21,600.00
227	8	Ea.	Connect to Existing 10-inch Water Line	\$1,231.13	\$ 9,849.04	\$1,100.00	\$ 8,800.00	\$1,200.00	\$ 9,600.00	\$1,500.00	\$ 12,000.00
228	4	Ea.	Connect to Existing 16-inch Water Line	\$1,745.69	\$ 6,982.76	\$1,800.00	\$ 7,200.00	\$1,800.00	\$ 7,200.00	\$4,200.00	\$ 16,800.00
229	1	Ea.	Cut, Plug and Abandon 2-inch Water Line	\$517.58	\$ 517.58	\$350.00	\$ 350.00	\$170.00	\$ 170.00	\$400.00	\$ 400.00
230	1	Ea.	Cut, Plug and Abandon 6-inch Water Line	\$571.85	\$ 571.85	\$500.00	\$ 500.00	\$350.00	\$ 350.00	\$700.00	\$ 700.00
231	19	Ea.	Cut, Plug and Abandon 8-inch Water Line	\$600.00	\$ 11,400.00	\$450.00	\$ 8,550.00	\$420.00	\$ 7,980.00	\$700.00	\$ 13,300.00
232	5	Ea.	Cut, Plug and Abandon 10-inch Water Line	\$653.25	\$ 3,266.25	\$500.00	\$ 2,500.00	\$580.00	\$ 2,900.00	\$800.00	\$ 4,000.00
233	5	Ea.	Cut, Plug and Abandon 16-inch Water Line	\$889.43	\$ 4,447.15	\$950.00	\$ 4,750.00	\$1,700.00	\$ 8,500.00	\$2,400.00	\$ 12,000.00
234	24	Ea.	Connect to Existing Water Service	\$513.06	\$ 12,313.44	\$350.00	\$ 8,400.00	\$380.00	\$ 9,120.00	\$500.00	\$ 12,000.00
235	24	Ea.	Relocate Existing Water Meter, including New Meter Box	\$313.23	\$ 7,517.52	\$350.00	\$ 8,400.00	\$250.00	\$ 6,000.00	\$400.00	\$ 9,600.00
236	2	Ea.	Furnish & Install 2-inch Air Release Valve	\$2,607.00	\$ 5,214.00	\$1,200.00	\$ 2,400.00	\$3,000.00	\$ 6,000.00	\$4,500.00	\$ 9,000.00
237	1	Ea.	Furnish & Install 8" x 8" Tapping Sleeve and Valve	\$2,875.00	\$ 2,875.00	\$2,450.00	\$ 2,450.00	\$3,100.00	\$ 3,100.00	\$4,000.00	\$ 4,000.00
238	1	Ea.	Furnish & Install 10" x 10" Tapping Sleeve and Valve	\$4,045.00	\$ 4,045.00	\$2,860.00	\$ 2,860.00	\$3,500.00	\$ 3,500.00	\$6,000.00	\$ 6,000.00
			AMOUNT BID - WATER (Items 201 Through 238)		\$ 1,058,278.32		\$ 924,491.00		\$ 1,159,345.00		\$ 1,331,834.00

TABULATION OF BIDS

Date: August 4, 2011

Project: CITY OF MURPHY, TEXAS
F.M. 2551 (N. Murphy Road) Utility Relocations
F.M. 544 to Rolling Ridge Drive

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BID OF

 Lewis Contractors, Inc.
 107 N. Grange
 Bertram, Texas 78605

Item No.	Approximate Quantities	Unit	Description	Unit Bid Price							
				Price	Extension	Price	Extension	Price	Extension	Price	Extension
REMOVAL AND MISCELLANEOUS ITEMS											
301	201	S.Y.	Removal and Replacement of Gravel Drive	\$46.00	\$ 9,246.00	\$15.00	\$ 3,015.00	\$12.00	\$ 2,412.00	\$5.00	\$ 1,005.00
302	219	S.Y.	Removal and Replacement of Concrete Pavement	\$46.85	\$ 10,260.15	\$70.00	\$ 15,330.00	\$56.00	\$ 12,264.00	\$54.00	\$ 11,826.00
303	345	S.Y.	Removal and Replacement of Concrete Driveway	\$47.00	\$ 16,215.00	\$72.00	\$ 24,840.00	\$56.00	\$ 19,320.00	\$54.00	\$ 18,630.00
304	109	S.Y.	Removal and Replacement of Concrete Sidewalk	\$61.50	\$ 6,703.50	\$40.00	\$ 4,360.00	\$40.00	\$ 4,360.00	\$32.00	\$ 3,488.00
305	10	L.F.	Removal and Replacement of Concrete Curb & Gutter	\$63.75	\$ 637.50	\$20.00	\$ 200.00	\$20.00	\$ 200.00	\$35.00	\$ 350.00
306	122	S.Y.	Removal and Replacement of Asphalt Paving	\$45.00	\$ 5,490.00	\$74.00	\$ 9,028.00	\$52.00	\$ 6,344.00	\$90.00	\$ 10,980.00
307	10	S.Y.	Removal and Replacement of Pavestones	\$101.00	\$ 1,010.00	\$80.00	\$ 800.00	\$65.00	\$ 650.00	\$42.00	\$ 420.00
308	20	L.F.	Removal and Replacement of Chain Link Fence	\$15.15	\$ 303.00	\$25.00	\$ 500.00	\$20.00	\$ 400.00	\$32.00	\$ 640.00
309	70	L.F.	Removal and Replacement of Pipe Fence	\$25.25	\$ 1,767.50	\$25.00	\$ 1,750.00	\$60.00	\$ 4,200.00	\$78.00	\$ 5,460.00
310	20	L.F.	Removal and Replacement of Wire Fence	\$7.75	\$ 155.00	\$25.00	\$ 500.00	\$20.00	\$ 400.00	\$12.00	\$ 240.00
311	21,424	S.Y.	Furnish & Install Hydromulch Seeding	\$0.50	\$ 10,712.00	\$4.00	\$ 85,696.00	\$0.25	\$ 5,356.00	\$0.50	\$ 10,712.00
312	96	Sta.	For Clearing Easement	\$227.25	\$ 21,816.00	\$100.00	\$ 9,600.00	\$1,000.00	\$ 96,000.00	\$125.00	\$ 12,000.00
313	1,534	S.Y.	Furnish & Install Solid Block Sod	\$2.55	\$ 3,911.70	\$6.00	\$ 9,204.00	\$2.50	\$ 3,835.00	\$3.00	\$ 4,602.00
314	1	Ea.	Remove and Relocate Sign	\$505.00	\$ 505.00	\$450.00	\$ 450.00	\$600.00	\$ 600.00	\$600.00	\$ 600.00
315	2	Ea.	Replace 6-inch Oak Tree	\$1,531.00	\$ 3,062.00	\$550.00	\$ 1,100.00	\$1,200.00	\$ 2,400.00	\$600.00	\$ 1,200.00
316	3	Ea.	Replace 4-inch Oak Tree	\$875.00	\$ 2,625.00	\$450.00	\$ 1,350.00	\$300.00	\$ 900.00	\$600.00	\$ 1,800.00
317	2	Ea.	Removal and Replacement of Light Pole	\$2,025.00	\$ 4,050.00	\$1,000.00	\$ 2,000.00	\$2,300.00	\$ 4,600.00	\$2,400.00	\$ 4,800.00
318	2	Ea.	Replace Crepe Myrtle Tree	\$355.50	\$ 711.00	\$1,200.00	\$ 2,400.00	\$300.00	\$ 600.00	\$300.00	\$ 600.00
319	1	L.S.	Furnish & Install Trench Safety Plan	\$404.00	\$ 404.00	\$1,200.00	\$ 1,200.00	\$1,000.00	\$ 1,000.00	\$600.00	\$ 600.00
320	15,411	L.F.	Furnish & Install Trench Safety System	\$1.50	\$ 23,116.50	\$0.50	\$ 7,705.50	\$1.00	\$ 15,411.00	\$2.00	\$ 30,822.00
321	1	L.S.	Furnishing Storm Water Pollution Prevention Plan	\$505.00	\$ 505.00	\$11,000.00	\$ 11,000.00	\$1,000.00	\$ 1,000.00	\$6,600.00	\$ 6,600.00
322	15,411	L.F.	Implementation of Storm Water Prevention Plan	\$0.25	\$ 3,852.75	\$0.50	\$ 7,705.50	\$1.00	\$ 15,411.00	\$1.00	\$ 15,411.00
323	1	L.S.	For Traffic Control Plan	\$11,105.00	\$ 11,105.00	\$1,200.00	\$ 1,200.00	\$16,000.00	\$ 16,000.00	\$15,000.00	\$ 15,000.00
AMOUNT BID - REMOVAL & MISC. ITEMS (Items 301 Through 323)					\$ 138,163.60		\$ 200,934.00		\$ 213,663.00		\$ 157,786.00
SUMMARY OF BID											
AMOUNT BID - SEWER (Items 101 Through 132)					\$ 776,755.32		\$ 902,601.00		\$ 926,735.00		\$ 976,828.00
AMOUNT BID - WATER (Items 201 Through 238)					\$ 1,058,278.32		\$ 924,491.00		\$ 1,159,345.00		\$ 1,331,834.00
AMOUNT BID - REMOVAL & MISC. ITEMS (Items 301 Through 323)					\$ 138,163.60		\$ 200,934.00		\$ 213,663.00		\$ 157,786.00
TOTAL AMOUNT OF BID (Sewer + Water + Removal)					\$ 1,973,197.24		\$ 2,028,026.00		\$ 2,299,743.00		\$ 2,466,448.00

TABULATION OF BIDS

Date: August 4, 2011

Project: CITY OF MURPHY, TEXAS
F.M. 2551 (N. Murphy Road) Utility Relocations
F.M. 544 to Rolling Ridge Drive

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 Dallas, Texas

BID OF

 UtiliTex Construction, LLP
 2300 Peachtree Rd.
 Balch Springs, Texas 75180

BID OF

 Saber Development Corp.
 P. O. Box 540186
 Dallas, Texas 75354

BID OF

 Dowager Utility Construction, Ltd.
 2464 Manana Dr.
 Dallas, Texas 75220

Item No.	Approximate Quantities	Unit	Description	BID OF		BID OF		BID OF	
				Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
SEWER									
101	231	L.F.	Furnish & Install 4-Inch SDR35 PVC Sanitary Sewer Line by Open Cut	\$44.00	\$ 10,164.00	\$25.50	\$ 5,890.50	\$30.00	\$ 6,930.00
102	2,648	L.F.	Furnish & Install 8-Inch SDR35 PVC Sanitary Sewer Line by Open Cut	\$48.00	\$ 127,104.00	\$34.35	\$ 90,958.80	\$36.00	\$ 95,328.00
103	112	L.F.	Furnish & Install 10-Inch SDR35 PVC Sanitary Sewer Line by Open Cut	\$51.00	\$ 5,712.00	\$39.00	\$ 4,368.00	\$45.00	\$ 5,040.00
104	2,034	L.F.	Furnish & Install 12-Inch SDR35 PVC Sanitary Sewer Line by Open Cut	\$54.50	\$ 110,853.00	\$47.50	\$ 96,615.00	\$50.00	\$ 101,700.00
105	484	L.F.	Furnish & Install 15-Inch SDR35 PVC Sanitary Sewer Line by Open Cut	\$61.00	\$ 29,524.00	\$54.00	\$ 26,136.00	\$66.00	\$ 31,944.00
106	659	L.F.	Furnish & Install 18-inch SDR35 PVC Sanitary Sewer Line by Open Cut	\$68.00	\$ 44,812.00	\$65.00	\$ 42,835.00	\$70.00	\$ 46,130.00
107	703	L.F.	Furnish & Install 8-Inch SDR35 PVC Sanitary Sewer Line in 16-Inch Steel Encasement by Other Than Open Cut	\$203.00	\$ 142,709.00	\$250.00	\$ 175,750.00	\$260.00	\$ 182,780.00
108	593	L.F.	Furnish & Install 12-Inch SDR35 PVC Sanitary Sewer Line in 20-Inch Steel Encasement by Other Than Open Cut	\$238.00	\$ 141,134.00	\$280.00	\$ 166,040.00	\$350.00	\$ 207,550.00
109	120	L.F.	Furnish & Install 18-Inch SDR35 PVC Sanitary Sewer Line in 24-Inch Steel Encasement by Other Than Open Cut	\$328.00	\$ 39,360.00	\$320.00	\$ 38,400.00	\$510.00	\$ 61,200.00
110	157	L.F.	Furnish & Install 8-Inch SDR35 PVC Sanitary Sewer Line by Other Than Open Cut	\$70.00	\$ 10,990.00	\$116.00	\$ 18,212.00	\$130.00	\$ 20,410.00
111	40	L.F.	Furnish & Install 12-Inch SDR35 PVC Sanitary Sewer Line by Other Than Open Cut	\$82.00	\$ 3,280.00	\$150.00	\$ 6,000.00	\$330.00	\$ 13,200.00
112	104	L.F.	Furnish & Install 18-Inch SDR35 PVC Sanitary Sewer Line by Other Than Open Cut	\$117.00	\$ 12,168.00	\$170.00	\$ 17,680.00	\$360.00	\$ 37,440.00
113	37	Ea.	Furnish & Install 4-Foot Dia. Standard Manhole	\$3,140.00	\$ 116,180.00	\$3,100.00	\$ 114,700.00	\$3,100.00	\$ 114,700.00
114	4	Ea.	Furnish & Install 4-Foot Drop Manhole	\$3,273.00	\$ 13,092.00	\$3,700.00	\$ 14,800.00	\$4,100.00	\$ 16,400.00
115	11	Ea.	Furnish & Install 5-Foot Standard Manhole	\$3,930.00	\$ 43,230.00	\$5,200.00	\$ 57,200.00	\$4,400.00	\$ 48,400.00
116	1	Ea.	Furnish & Install 5-Foot Drop Manhole	\$5,387.00	\$ 5,387.00	\$9,500.00	\$ 9,500.00	\$6,500.00	\$ 6,500.00
117	2	Ea.	Connect to Existing 6-Inch Sanitary Sewer	\$281.00	\$ 562.00	\$100.00	\$ 200.00	\$1,100.00	\$ 2,200.00
118	6	Ea.	Connect to Existing 8-Inch Sanitary Sewer	\$294.00	\$ 1,764.00	\$125.00	\$ 750.00	\$1,100.00	\$ 6,600.00
119	5	Ea.	Connect to Existing 10-Inch Sanitary Sewer	\$321.00	\$ 1,605.00	\$150.00	\$ 750.00	\$1,200.00	\$ 6,000.00
120	1	Ea.	Connect to Existing 12-Inch Sanitary Sewer	\$448.00	\$ 448.00	\$175.00	\$ 175.00	\$2,500.00	\$ 2,500.00
121	2	Ea.	Connect to Existing 15-Inch Sanitary Sewer	\$514.00	\$ 1,028.00	\$250.00	\$ 500.00	\$3,500.00	\$ 7,000.00
122	3	Ea.	Connect to Existing Manhole	\$850.00	\$ 2,550.00	\$650.00	\$ 1,950.00	\$4,000.00	\$ 12,000.00
123	16	Ea.	Connect to Existing 4-Inch Service Lateral, Furnish & Install Wye Outlet and Double Cleanout	\$861.00	\$ 13,776.00	\$800.00	\$ 12,800.00	\$600.00	\$ 9,600.00
124	1	Ea.	Cutting, Plugging & Abandoning Existing 4-Inch Sanitary Sewer Line	\$146.00	\$ 146.00	\$80.00	\$ 80.00	\$200.00	\$ 200.00
125	1	Ea.	Cutting, Plugging & Abandoning Existing 6-inch Sanitary Sewer Line	\$156.00	\$ 156.00	\$90.00	\$ 90.00	\$400.00	\$ 400.00
126	8	Ea.	Cutting, Plugging & Abandoning Existing 8-Inch Sanitary Sewer Line	\$193.00	\$ 1,544.00	\$110.00	\$ 880.00	\$800.00	\$ 6,400.00
127	18	Ea.	Cutting, Plugging & Abandoning Existing 10-Inch Sanitary Sewer Line	\$318.00	\$ 5,724.00	\$150.00	\$ 2,700.00	\$1,000.00	\$ 18,000.00
128	4	Ea.	Cutting, Plugging & Abandoning Existing 12-Inch Sanitary Sewer Line	\$477.00	\$ 1,908.00	\$220.00	\$ 880.00	\$1,200.00	\$ 4,800.00
129	6	Ea.	Cutting, Plugging & Abandoning Existing 15-Inch Sanitary Sewer Line	\$715.00	\$ 4,290.00	\$350.00	\$ 2,100.00	\$1,500.00	\$ 9,000.00
130	15	Ea.	Abandon Existing Sanitary Sewer Manhole	\$795.00	\$ 11,925.00	\$500.00	\$ 7,500.00	\$500.00	\$ 7,500.00
131	15	Days	For By-Pass Pumping at the Design Flow Rate of 0.25 MGD	\$500.00	\$ 7,500.00	\$500.00	\$ 7,500.00	\$400.00	\$ 6,000.00
132	15	Days	For By-Pass Pumping at the Design Flow Rate of 1.50 MGD	\$300.00	\$ 4,500.00	\$700.00	\$ 10,500.00	\$600.00	\$ 9,000.00
AMOUNT BID - SEWER (Items 101 Through 132)					\$ 915,125.00		\$ 934,440.30		\$ 1,102,852.00

TABULATION OF BIDS

Date: August 4, 2011

Project: CITY OF MURPHY, TEXAS
F.M. 2551 (N. Murphy Road) Utility Relocations
F.M. 544 to Rolling Ridge Drive

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 Dallas, Texas

BID OF

 UtiliTex Construction, LLP
 2300 Peachtree Rd.
 Balch Springs, Texas 75180

BID OF

 Saber Development Corp.
 P. O. Box 540186
 Dallas, Texas 75354

BID OF

 Dowager Utility Construction, Ltd.
 2464 Manana Dr.
 Dallas, Texas 75220

Item No.	Approximate Quantities	Unit	Description	Unit Bid		Unit Bid		Unit Bid	
				Price	Extension	Price	Extension	Price	Extension
			WATER						
201	425	L.F.	Furnish & Install 1-inch Water Service by Open Cut	\$11.00	\$ 4,675.00	\$15.00	\$ 6,375.00	\$15.00	\$ 6,375.00
202	140	L.F.	Furnish & Install 6-inch Water Line by Open Cut	\$54.00	\$ 7,560.00	\$54.00	\$ 7,560.00	\$34.00	\$ 4,760.00
203	1,503	L.F.	Furnish & Install 8-inch Water Line by Open Cut	\$66.00	\$ 99,198.00	\$49.50	\$ 74,398.50	\$38.00	\$ 57,114.00
204	26	L.F.	Furnish & Install 10-inch Water Line by Open Cut	\$285.00	\$ 7,410.00	\$140.50	\$ 3,653.00	\$60.00	\$ 1,560.00
205	6,638	L.F.	Furnish & Install 12-inch Water Line by Open Cut	\$76.00	\$ 504,488.00	\$112.00	\$ 743,456.00	\$66.00	\$ 438,108.00
206	220	L.F.	Furnish & Install 18-inch Water Line by Open Cut	\$388.00	\$ 85,360.00	\$305.00	\$ 67,100.00	\$220.00	\$ 48,400.00
207	300	L.F.	Furnish & Install 1-inch Water Service in 2-inch Steel Encasement by Other Than Open Cut	\$13.00	\$ 3,900.00	\$25.00	\$ 7,500.00	\$25.00	\$ 7,500.00
208	913	L.F.	Furnish & Install 8-inch Water Line in 16-inch Steel Encasement by Other Than Open Cut	\$205.00	\$ 187,165.00	\$232.00	\$ 211,816.00	\$240.00	\$ 219,120.00
209	457	L.F.	Furnish & Install 12-inch Water Line in 20-inch Steel Encasement by Other Than Open Cut	\$256.00	\$ 116,992.00	\$332.00	\$ 151,724.00	\$280.00	\$ 127,960.00
210	366	L.F.	Furnish & Install 18-inch Water Line in 24-inch Steel Encasement by Other Than Open Cut	\$399.00	\$ 146,034.00	\$355.00	\$ 129,930.00	\$420.00	\$ 153,720.00
211	50	L.F.	Furnish & Install 8-inch Water Line by Other Than Open Cut	\$77.00	\$ 3,850.00	\$110.00	\$ 5,500.00	\$200.00	\$ 10,000.00
212	115	L.F.	Furnish & Install 12-inch Water Line by Other Than Open Cut	\$92.00	\$ 10,580.00	\$156.00	\$ 17,940.00	\$240.00	\$ 27,600.00
213	76	L.F.	Furnish & Install 18-inch Water Line by Other Than Open Cut	\$127.00	\$ 9,652.00	\$185.00	\$ 14,060.00	\$380.00	\$ 28,880.00
214	51	L.F.	Furnish & Install 8-inch Water Line, Class "G" Encasement	\$62.00	\$ 3,162.00	\$33.00	\$ 1,683.00	\$60.00	\$ 3,060.00
215	217	L.F.	Furnish & Install 12-inch Water Line, Class "G" Encasement	\$73.00	\$ 15,841.00	\$45.00	\$ 9,765.00	\$90.00	\$ 19,530.00
216	23	L.F.	Furnish & Install 18-inch Water Line, Class "G" Encasement	\$150.00	\$ 3,450.00	\$75.00	\$ 1,725.00	\$150.00	\$ 3,450.00
217	11	Ea.	Furnish & Install 6-inch Resilient Seated Gate Valve	\$1,060.00	\$ 11,660.00	\$875.00	\$ 9,625.00	\$800.00	\$ 8,800.00
218	22	Ea.	Furnish & Install 8-inch Resilient Seated Gate Valve	\$1,523.00	\$ 33,506.00	\$1,250.00	\$ 27,500.00	\$1,000.00	\$ 22,000.00
219	5	Ea.	Furnish & Install 10-inch Resilient Seated Gate Valve	\$2,185.00	\$ 10,925.00	\$1,750.00	\$ 8,750.00	\$1,800.00	\$ 9,000.00
220	18	Ea.	Furnish & Install 12-inch Resilient Seated Gate Valve	\$2,583.00	\$ 46,494.00	\$2,100.00	\$ 37,800.00	\$2,200.00	\$ 39,600.00
221	11	Ea.	Furnish & Install 18-inch Butterfly Valve	\$4,569.00	\$ 50,259.00	\$4,200.00	\$ 46,200.00	\$5,800.00	\$ 63,800.00
222	1	Ea.	Furnish & Install Fire Hydrant	\$2,808.00	\$ 2,808.00	\$2,500.00	\$ 2,500.00	\$3,200.00	\$ 3,200.00
223	9	Ea.	Relocate Existing Fire Hydrant	\$519.00	\$ 4,671.00	\$350.00	\$ 3,150.00	\$1,500.00	\$ 13,500.00
224	2	Ea.	Connect to Existing Fire Hydrant	\$375.00	\$ 750.00	\$250.00	\$ 500.00	\$1,500.00	\$ 3,000.00
225	1	Ea.	Connect to Existing 6-inch Water Line	\$507.00	\$ 507.00	\$500.00	\$ 500.00	\$1,200.00	\$ 1,200.00
226	18	Ea.	Connect to Existing 8-inch Water Line	\$640.00	\$ 11,520.00	\$650.00	\$ 11,700.00	\$1,500.00	\$ 27,000.00
227	8	Ea.	Connect to Existing 10-inch Water Line	\$905.00	\$ 7,240.00	\$1,000.00	\$ 8,000.00	\$1,800.00	\$ 14,400.00
228	4	Ea.	Connect to Existing 16-inch Water Line	\$2,109.00	\$ 8,436.00	\$1,400.00	\$ 5,600.00	\$4,000.00	\$ 16,000.00
229	1	Ea.	Cut, Plug and Abandon 2-inch Water Line	\$113.00	\$ 113.00	\$100.00	\$ 100.00	\$100.00	\$ 100.00
230	1	Ea.	Cut, Plug and Abandon 6-inch Water Line	\$375.00	\$ 375.00	\$150.00	\$ 150.00	\$400.00	\$ 400.00
231	19	Ea.	Cut, Plug and Abandon 8-inch Water Line	\$375.00	\$ 7,125.00	\$200.00	\$ 3,800.00	\$600.00	\$ 11,400.00
232	5	Ea.	Cut, Plug and Abandon 10-inch Water Line	\$441.00	\$ 2,205.00	\$250.00	\$ 1,250.00	\$800.00	\$ 4,000.00
233	5	Ea.	Cut, Plug and Abandon 16-inch Water Line	\$1,412.00	\$ 7,060.00	\$600.00	\$ 3,000.00	\$2,000.00	\$ 10,000.00
234	24	Ea.	Connect to Existing Water Service	\$375.00	\$ 9,000.00	\$450.00	\$ 10,800.00	\$500.00	\$ 12,000.00
235	24	Ea.	Relocate Existing Water Meter, including New Meter Box	\$242.00	\$ 5,808.00	\$250.00	\$ 6,000.00	\$100.00	\$ 2,400.00
236	2	Ea.	Furnish & Install 2-inch Air Release Valve	\$4,568.00	\$ 9,136.00	\$2,850.00	\$ 5,700.00	\$3,500.00	\$ 7,000.00
237	1	Ea.	Furnish & Install 8" x 8" Tapping Sleeve and Valve	\$3,113.00	\$ 3,113.00	\$2,500.00	\$ 2,500.00	\$3,500.00	\$ 3,500.00
238	1	Ea.	Furnish & Install 10" x 10" Tapping Sleeve and Valve	\$4,490.00	\$ 4,490.00	\$3,700.00	\$ 3,700.00	\$4,000.00	\$ 4,000.00
			AMOUNT BID - WATER (Items 201 Through 238)		\$ 1,446,518.00		\$ 1,653,010.50		\$ 1,433,437.00

TABULATION OF BIDS

Date: August 4, 2011

Project: CITY OF MURPHY, TEXAS
F.M. 2551 (N. Murphy Road) Utility Relocations
F.M. 544 to Rolling Ridge Drive

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
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BID OF

 Saber Development Corp.
 P. O. Box 540186
 Dallas, Texas 75354

BID OF

 Dowager Utility Construction, Ltd.
 2464 Manana Dr.
 Dallas, Texas 75220

Item No.	Approximate Quantities	Unit	Description	Unit Bid Price		Unit Bid Price		Unit Bid Price	
				Price	Extension	Price	Extension	Price	Extension
REMOVAL AND MISCELLANEOUS ITEMS									
301	201	S.Y.	Removal and Replacement of Gravel Drive	\$16.00	\$ 3,216.00	\$8.00	\$ 1,608.00	\$20.00	\$ 4,020.00
302	219	S.Y.	Removal and Replacement of Concrete Pavement	\$63.00	\$ 13,797.00	\$65.00	\$ 14,235.00	\$75.00	\$ 16,425.00
303	345	S.Y.	Removal and Replacement of Concrete Driveway	\$59.00	\$ 20,355.00	\$60.00	\$ 20,700.00	\$85.00	\$ 29,325.00
304	109	S.Y.	Removal and Replacement of Concrete Sidewalk	\$42.00	\$ 4,578.00	\$45.00	\$ 4,905.00	\$80.00	\$ 8,720.00
305	10	L.F.	Removal and Replacement of Concrete Curb & Gutter	\$19.00	\$ 190.00	\$20.00	\$ 200.00	\$50.00	\$ 500.00
306	122	S.Y.	Removal and Replacement of Asphalt Paving	\$81.00	\$ 9,882.00	\$55.00	\$ 6,710.00	\$70.00	\$ 8,540.00
307	10	S.Y.	Removal and Replacement of Pavestones	\$93.00	\$ 930.00	\$100.00	\$ 1,000.00	\$100.00	\$ 1,000.00
308	20	L.F.	Removal and Replacement of Chain Link Fence	\$40.00	\$ 800.00	\$30.00	\$ 600.00	\$40.00	\$ 800.00
309	70	L.F.	Removal and Replacement of Pipe Fence	\$79.00	\$ 5,530.00	\$125.00	\$ 8,750.00	\$50.00	\$ 3,500.00
310	20	L.F.	Removal and Replacement of Wire Fence	\$20.00	\$ 400.00	\$75.00	\$ 1,500.00	\$20.00	\$ 400.00
311	21,424	S.Y.	Furnish & Install Hydromulch Seeding	\$0.60	\$ 12,854.40	\$0.45	\$ 9,640.80	\$1.00	\$ 21,424.00
312	96	Sta.	For Clearing Easement	\$387.00	\$ 37,152.00	\$1,000.00	\$ 96,000.00	\$1,000.00	\$ 96,000.00
313	1,534	S.Y.	Furnish & Install Solid Block Sod	\$3.50	\$ 5,369.00	\$4.00	\$ 6,136.00	\$6.00	\$ 9,204.00
314	1	Ea.	Remove and Relocate Sign	\$1,300.00	\$ 1,300.00	\$400.00	\$ 400.00	\$500.00	\$ 500.00
315	2	Ea.	Replace 6-inch Oak Tree	\$825.00	\$ 1,650.00	\$1,800.00	\$ 3,600.00	\$2,500.00	\$ 5,000.00
316	3	Ea.	Replace 4-inch Oak Tree	\$715.00	\$ 2,145.00	\$800.00	\$ 2,400.00	\$2,000.00	\$ 6,000.00
317	2	Ea.	Removal and Replacement of Light Pole	\$1,100.00	\$ 2,200.00	\$500.00	\$ 1,000.00	\$2,000.00	\$ 4,000.00
318	2	Ea.	Replace Crepe Myrtle Tree	\$715.00	\$ 1,430.00	\$800.00	\$ 1,600.00	\$1,000.00	\$ 2,000.00
319	1	L.S.	Furnish & Install Trench Safety Plan	\$450.00	\$ 450.00	\$850.00	\$ 850.00	\$3,000.00	\$ 3,000.00
320	15,411	L.F.	Furnish & Install Trench Safety System	\$3.00	\$ 46,233.00	\$1.00	\$ 15,411.00	\$2.00	\$ 30,822.00
321	1	L.S.	Furnishing Storm Water Pollution Prevention Plan	\$2,750.00	\$ 2,750.00	\$800.00	\$ 800.00	\$5,000.00	\$ 5,000.00
322	15,411	L.F.	Implementation of Storm Water Prevention Plan	\$1.10	\$ 16,952.10	\$0.75	\$ 11,558.25	\$1.00	\$ 15,411.00
323	1	L.S.	For Traffic Control Plan	\$11,000.00	\$ 11,000.00	\$7,500.00	\$ 7,500.00	\$60,000.00	\$ 60,000.00
AMOUNT BID - REMOVAL & MISC. ITEMS (Items 301 Through 323)					\$ 201,163.50		\$ 217,104.05		\$ 331,591.00
SUMMARY OF BID									
AMOUNT BID - SEWER (Items 101 Through 132)					\$ 915,125.00		\$ 934,440.30		\$ 1,102,852.00
AMOUNT BID - WATER (Items 201 Through 238)					\$ 1,446,518.00		\$ 1,653,010.50		\$ 1,433,437.00
AMOUNT BID - REMOVAL & MISC. ITEMS (Items 301 Through 323)					\$ 201,163.50		\$ 217,104.05		\$ 331,591.00
TOTAL AMOUNT OF BID (Sewer + Water + Removal)					\$ 2,562,806.50		\$ 2,804,554.85		\$ 2,867,880.00

Issue

Consider and/or act upon approval of an Ordinance amending the Murphy Code of Ordinances Chapter 30, Article II (Smoking) Section 21, Definitions; Section 23, Smoking prohibited in certain public areas; Section 27, where smoking is not prohibited, adding a new section, Section 28, to provide for air circulation and ventilation; providing for a penalty not to exceed five hundred dollars (\$500) for each offense; providing severability, repealer, and savings clauses; and providing an effective date.

Background

This item has been before Council in the past and directed staff and the City Attorney's Office to prepare a new Ordinance regarding smoking in public places. The attached ordinance amends sections of Article II (Smoking) in the Code of Ordinances.

Financial Considerations

None.

Staff Recommendation

Approval of the attached Ordinance.

Attachments

- 1) Chart of smoking ordinances of various cities
- 2) Ordinance
- 3) Chapter 30, Article II (Smoking) of the Code of Ordinances

James Fisher, City Manager

Submitted By

Smoking Ordinances of Various Texas Cities

City	Allow smoking in outdoor patios?	Require Ventilation between smoking and non-smoking areas (not necessarily patios)?	Perimeter of non-smoking outside?	Require Posting of Signs on Outdoor Patio Areas?	Other restrictions?
Addison	Yes.	Yes, the non-smoking area must be ventilated, where feasible, and situated so that air from the smoking area is not drawn into or across the non-smoking area.	No.	No.	
Allen	Yes.	Yes, the non-smoking area must be ventilated with a separate ventilation system from the smoking area so that smoke from the smoking area is not drawn into, across, or mixed with non-smoking areas. The smoking area must have ventilation systems designed to filter tobacco particulate and odors to minimize the re-circulation of smoking byproducts.	No.	No. (Signs at main entrance that smoking is allowed in designated areas).	Non-smoking area must be separated from the designated smoking area by a wall with a minimum height of eight (8) feet, or a barrier system, that hinders or prevents the movement of smoke from the designated smoking area into a non-smoking area.
Austin	Yes.	No.	Yes, 15 feet from entrance or operable window of an enclosed area in which smoking is prohibited.	Possibly. Must post signs in conspicuous place where smoking is permitted under exceptions to ordinance (silent as to whether exception applies to outdoor patios).	
Dallas	Yes, only if it does not have a roof or other overhead covering, whether permanent or		Yes, 15 feet of any entrance to an indoor or enclosed area.	Yes. Must post signs at each entrance that no smoking allowed within 15 feet of entrance.	

Smoking Ordinances of Various Texas Cities

	temporary, and 40% or more of its perimeter closed in by walls or other covering, whether permanent or temporary.				
Frisco	Yes.	No.	Yes, 20 feet from any entrance.	No.	
Murphy	Yes.	Only for establishments making application for building permit, not for existing establishments.	No.	Yes. Must designate smoking and non-smoking areas and be posted in a conspicuous place.	
Plano	Yes.	No.	Yes, 25 feet from any door, operable window/vent or other opening .	No.	
Richardson	Yes, provided that the smoking area is at least 10 feet from the defined entry on to the patio and is not a walkway.	No.	Yes, 25 feet from any door, operable window/vent or other opening.	No.	
San Antonio	Yes.	No.	No.	Yes. Signs must state that smoking is allowed and provide warning of the negative health effects associated with secondhand smoke.	All outdoor seating areas designated as smoking shall provide a non-smoking area therein.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MURPHY, TEXAS, AMENDING THE MURPHY CODE OF ORDINANCES CHAPTER 30, ARTICLE II (SMOKING), SECTION 21, DEFINITIONS; SECTION 23, SMOKING PROHIBITED IN CERTAIN PUBLIC AREAS; SECTION 27, WHERE SMOKING IS NOT PROHIBITED, ADDING A NEW SECTION, SECTION 28, TO PROVIDE FOR AIR CIRCULATION AND VENTILATION; PROVIDING FOR A PENALTY NOT TO EXCEED FIVE HUNDRED (\$500.00) DOLLARS FOR EACH OFFENSE; PROVIDING SEVERABILITY, REPEALER, AND SAVINGS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Murphy, Texas (“City Council”) previously adopted a Smoking Ordinance (“Smoking Ordinance”) on May 3, 1999; and

WHEREAS, the City Council desires to amend the Smoking Ordinance to include the definition of an “Enclosed area”, to specify that outdoor seating or patio areas are included in places “Where smoking is not prohibited”, and to provide for air circulation or ventilation between non-smoking areas and outdoor seating or patio smoking areas; and

WHEREAS, the City Council desires to assure a smoke free atmosphere in nonsmoking areas and prohibit or reduce the commingling of air between smoking and nonsmoking areas; and

WHEREAS, the City Council finds that it will be advantageous, beneficial and in the best interest of the citizens of Murphy to amend Chapter 30, Article II of the Murphy Code of Ordinances as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS:

Section 1. FINDINGS INCORPORATED

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. DEFINITIONS

That Chapter 30 of the Code of Ordinances of the City of Murphy, Texas, Section 30-21 “Definitions” is hereby amended to add the following definitions to be inserted in alphabetical order:

Enclosed area means all space between a floor and ceiling that is enclosed on all sides by solid walls or windows, exclusive of doorways, that extend from the floor to the ceiling.

Section 3. SMOKING PROHIBITED IN CERTAIN PUBLIC AREAS

That Chapter 30 of the Code of Ordinances of the City of Murphy, Texas, Section 30-23(a) "Smoking prohibited in certain public areas" is hereby amended to read as follows:

(7) All areas in a Laundromat open to and available to use by the public; or

(8) Within all areas available to and customarily used by the general public in all businesses and nonprofit entities patronized by the public, including, but not limited to, commercial, financial, and professional offices including banks, hotels, and motels; ~~or~~

~~(9) Within ten linear feet of any entrance of any facility where smoking is prohibited.~~

Section 4. WHERE SMOKING IS NOT PROHIBITED

That Chapter 30 of the Code of Ordinances of the City of Murphy, Texas, Section 30-27 "Where smoking is not prohibited" is hereby amended to read as follows:

(4) Any area exterior to the building in which the establishment or facility is located, including any outdoor seating or patio areas, except as otherwise regulated in this article;

(5) Any enclosed rooms in an establishment or facility which are being used entirely for private parties, events or other social functions; or

(6) Enclosed areas of an employer that are not available to or customarily used by the general public; ~~or~~

~~(7) In the designated smoking areas of any food products, retail or service establishment serving the general public which has provided a designated smoking area equipped with a functional air purification system or functional separate ventilation system. Such systems shall have a negative pressure on the area designated for smoking to prevent air from a smoking area to be drawn across or into the nonsmoking area. All ventilation systems shall provide a total air exchange every 15 minutes and shall exhaust that air to the exterior of the building. A sign must be posted on the premises in a conspicuous place to advise the public that smoking is permitted in the designated smoking area. Designated smoking areas shall not include restrooms, service lines, public telephone areas, and other areas commonly used by all patrons, including access thereto (called "common areas") in new establishments making application for a building permit for new construction after the effective date of the ordinance from this article is derived. Establishments existing or with building permits pending on the effective date of the ordinance from which this article is derived shall comply with the common areas requirements to the extent structurally feasible as is reasonably determined by the proprietor of the establishment.~~

Section 5. AIR CIRCULATION AND VENTILATION

That Chapter 30 of the Code of Ordinances of the City of Murphy, Texas, is hereby amended to add the following section, Section 30-28, to be read in its entirety as follows:

Section 30-28. Air Circulation and Ventilation.

(1) Any food product establishment or retail and service establishment currently existing or that has a building permit pending as of the effective date of this ordinance which has an openable door or window separating a non-smoking area from an outdoor seating or patio smoking area shall be equipped with oscillating fans that provide for sufficient air circulation to reduce the commingling of smoke-filled air into non-smoking areas.

(2) Any food product establishment or retail and service establishment making application for a building permit for construction after the effective date of this ordinance which has an openable door or window separating a non-smoking area from an outdoor seating or patio smoking area shall be equipped with a functional air purification system or functional separate ventilation system. Such ventilation system shall prevent air from a smoking area to be drawn across or into the non-smoking area, shall exhaust the air to the exterior of the building, and shall provide a total air exchange every 15 minutes.

Section 6. PENALTY CLAUSE

Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$500.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense.

Section 7. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 8. REPEALER CLAUSE.

To the extent this ordinance conflicts with other ordinances of the City of Murphy, Texas, the conflicting provisions of the other ordinances are hereby repealed to the extent of such conflict; however, all other provisions of said ordinances not in conflict herewith shall remain in full force and effect.

Section 9. SAVINGS CLAUSE.

All rights and remedies of the City of Murphy, Texas, are expressly saved as to any and all violations of the provisions of this ordinance. An offense committed before the effective date of this ordinance is governed by prior law in effect when the offense was committed.

Section 10. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Murphy, Texas, on this the _____ day of _____, 2011.

Bret M. Baldwin, Mayor
City of Murphy

ATTEST:

Aimee Nemer, City Secretary
City of Murphy

APPROVED AS TO FORM:

Janet M. Spugnardi, Assistant City Attorney

Issue

Consider and/or act upon the request to prepare construction documents for the widening of the north loop of City Hall Drive and the extension of the parking lot in front of City Hall.

Background

If the City chooses to close a portion of Tom Clevenger Drive and route the traffic onto City Hall Drive, then the northern portion of City Hall Drive will need to be widened. This will need to occur prior to the closure of Tom Clevenger. There has been discussion on the extension of the parking lot in front of City Hall east to City Hall Drive. The new parking lot would add approximately 40 spaces to the Municipal Complex. There are approximately 125 spaces currently open to the public for parking, with 30 traditionally filled by staff.

Financial Considerations

Funds are available for this project from the 2008 General Obligation bonds.

Staff Recommendation

Staff recommends approval of the request to prepare construction documents for the widening of the north loop of City Hall Drive and the extension of the parking lot in front of City Hall.

Attachments

1) July 18, 2011 correspondence from City Engineer.

James Fisher, City Manager

Submitted By

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAULA A. CARLINE, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.

July 18, 2011

Mr. James Fisher
City Manager
City of Murphy
206 N. Murphy Rd.
Murphy, Texas 75094

Re: City Hall Drives and Parking

Dear Mr. Fisher:

As you requested, we have prepared a preliminary opinion of construction cost for the City Hall driveway revisions as discussed in our meeting dated June 12, 2011. These revisions include the re-alignment of the northern drive to create a 3-way stop at the current intersection on the northeast portion of the City property. Storm drainage improvements would also be required when re-aligning the northern drive due to existing inlets and storm pipe located within the roadway to be removed. Also included is a driveway, with parking, that would connect the existing parking lot of City Hall to the ring road located to the east. Included is our opinion of cost for this project is approximately **\$245,000**.

The itemized opinion of probable construction cost is enclosed for your reference. The opinion of cost associated with each drive is listed below.

- Reconfigure and Align Loop Road - \$125,000
- Parking Lot Extension - \$120,000
- \$245,000

We are available to discuss this project further at your convenience.

Sincerely,



Craig M. Kerkhoff, P.E.

Enclosures

cc: Ms. Kim Lenoir

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
CONSULTING ENGINEERS

Project No. 2010-117

Client: City of Murphy
 Project: City Hall Drives
Northern Drive

Date: 18-Jul-11
 By: CMK

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
1	Furnish and Install 8-inch Concrete Paving	1,200	S.Y.	\$ 45.00	\$ 54,000.00
2	Furnish and Install 6-inch Monolithic Curb	700	L.F.	\$ 2.00	\$ 1,400.00
3	Concrete Sawcut	350	L.F.	\$ 2.50	\$ 875.00
4	Furnish and Install ADA ramps	4	EA	\$ 1,500.00	\$ 6,000.00
5	Furnish and Install 24-inch White Thermoplastic Stop Bar	3	EA	\$ 25.00	\$ 75.00
6	Remove existing concrete paving	1,700	S.Y.	\$ 6.50	\$ 11,050.00
7	Traffic Control and Barricades	1	L.S.	\$ 1,000.00	\$ 1,000.00
8					\$ -
9					\$ -
	Subtotal:				\$ 74,400.00
	Storm Drainage Improvements	25%			\$ 18,600.00
	Engineerin, Survey, and Construction Admin	25%			\$ 18,600.00
	Quality Control and Material Testing	2%			\$ 1,488.00
	Contingencies and Miscellaneous Items	15%			\$ 11,160.00
	Total:				\$ 124,248.00
				USE:	\$ 125,000.00

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
CONSULTING ENGINEERS

Project No. 2010-117

Client: City of Murphy
 Project: City Hall Drives
Parking Lot Drive

Date: 18-Jul-11

By: CMK

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
1	Furnish and Install 8-inch Concrete Paving	750	S.Y.	\$ 45.00	\$ 33,750.00
2	Furnish and Install 6-inch Concrete Paving	800	S.Y.	\$ 40.00	\$ 32,000.00
3	Furnish and Install 6-inch Monolithic Curb	600	L.F.	\$ 2.00	\$ 1,200.00
4	Concrete Sawcut	150	L.F.	\$ 2.50	\$ 375.00
5	Furnish and Install ADA ramps	2	EA	\$ 1,500.00	\$ 3,000.00
6	Striping	800	L.F.	\$ 1.00	\$ 800.00
7	Traffic Control and Barricades	1	L.S.	\$ 1,000.00	\$ 1,000.00
8					\$ -
9					\$ -
	Subtotal:				\$ 72,125.00
	Storm Drainage Improvements	25%			\$ 18,031.25
	Engineerin, Survey, and Construction Admin	25%			\$ 18,031.25
	Quality Control and Material Testing	2%			\$ 1,442.50
	Contingencies and Miscellaneous Items	15%			\$ 10,818.75
	Total:				\$ 120,448.75
				USE:	\$ 121,000.00

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
CONSULTING ENGINEERS

Project No. 2010-117

Client: City of Murphy
 Project: City Hall Drives
Combined

Date: 18-Jul-11
 By: CMK

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
1	Furnish and Install 8-inch Concrete Paving	1,950	S.Y.	\$ 45.00	\$ 87,750.00
2	Furnish and Install 6-inch Concrete Paving	800	S.Y.	\$ 40.00	\$ 32,000.00
3	Furnish and Install 6-inch Monolithic Curb	1,300	L.F.	\$ 2.00	\$ 2,600.00
4	Concrete Sawcut	500	L.F.	\$ 2.50	\$ 1,250.00
5	Furnish and Install ADA ramps	6	EA	\$ 1,500.00	\$ 9,000.00
6	Striping	800	L.F.	\$ 1.00	\$ 800.00
7	Furnish and Install 24-inch White Thermoplastic Stop Bar	3	EA	\$ 25.00	\$ 75.00
8	Remove existing concrete paving	1,700	S.Y.	\$ 6.50	\$ 11,050.00
9	Traffic Control and Barricades	2	L.S.	\$ 1,000.00	\$ 2,000.00
	Subtotal:				\$ 146,525.00
	Storm Drainage Improvements	25%			\$ 36,631.25
	Engineerin, Survey, and Construction Admin	25%			\$ 36,631.25
	Quality Control and Material Testing	2%			\$ 2,930.50
	Contingencies and Miscellaneous Items	15%			\$ 21,978.75
	Total:				\$ 244,696.75
				USE:	\$ 245,000.00

Issue

Consider and/ or act upon the consideration of closing Tom Clevenger Drive from North Murphy Road east to City Hall Drive.

Background

The City has been discussing the closing of this portion of this drive since we acquired the 44 acre tract from PISD and incorporated the land into the Central Park plans. Closing of this road will allow for a continuous park without the risk of a street running through the middle of it. Closing on Tom Clevenger will require the widening of City Hall Drive on the north side of the Municipal Complex near the Police and Fire Stations.

Financial Considerations

The financial considerations for this closing will encompass the burying of the overhead electric lines and the widening of the north loop of City Hall Drive.

Staff Recommendation

Staff recommends approval of the closing of Tom Clevenger Drive from North Murphy Road east to City Hall Drive. The closure will not occur until the street is completed on the north loop of City Hall Drive.

Attachments

- 1) none

James Fisher, City Manager
Submitted By

Ordinance No. 11-xx-xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, REPEALING ORDINANCE NO. 06-07-699 IN ITS ENTIRETY, REPEALING ORDINANCE NO. 11-03-875, AMENDING ARTICLE 82, SECTION IX, DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN; ESTABLISHING PROCEDURES AND CRITERIA FOR DECLARING A WATER EMERGENCY AND IMPLEMENTING AND TERMINATING DROUGHT RESPONSE STAGES; ESTABLISHING RESTRICTIONS ON CERTAIN WATER USES DURING DROUGHT RESPONSES STAGES; ESTABLISHING PENALTIES FOR VIOLATING THE RESTRICTIONS AND PROVISIONS FOR ENFORCEMENT OF THESE RESTRICTIONS; ESTABLISHING PROCEDURES FOR GRANTING VARIANCES; PROVIDING FOR THE ADEQUATE WATERING OF LANDSCAPING AND NEW GRASS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Murphy, Texas (the “City”), recognizes that the amount of water available to its water customers is limited; and

WHEREAS, the City recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality (the “Commission”) require that the City adopt a Drought Contingency and Water Emergency Response Plan; and

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt a Drought Contingency and Water Emergency Response Plan; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources; and

WHEREAS, the City Council of the City of Murphy desires to adopt the North Texas Municipal Water District (the “NTMWD”) Model Drought Contingency and Water Emergency Response Plan as official City policy for the conservation of water.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURPHY THAT:

Section 1. The City Council hereby approves and adopts the NTMWD Model Drought Contingency and Water Emergency Response Plan (the “Plan”), attached hereto as Addendum A, as if recited verbatim herein. The City commits to implement the requirements and procedures set forth in the adopted Plan.

Section 2. Any customer, defined pursuant to 30 Tex. Admin. Code Chapter 291, failing to comply with the provisions of the Plan shall be subject to a fine of up to two thousand dollars (\$2,000.00) and/or discontinuance of water service by the City. Proof of a culpable mental state is not required for a conviction of an offense under this section. Each day a customer fails to comply with the Plan is a separate violation. The City's authority to seek injunctive or other civil relief available under the law is not limited by this section.

Section 3. In the event the City Manager declares Stage 2, the following schedule shall apply for irrigation of existing landscape areas with hose-end sprinklers or automatic irrigation systems:

- a) Street addresses ending in odd numbers (1,3,5,7,9) may commence watering on Mondays and Thursdays
- b) Street addresses ending in even numbers (0,2,4,6,8) may commence watering on Wednesdays and Saturdays
- c) Public Schools, FM 544 Business District Area, City and HOA entries/medians may commence watering on Fridays and Tuesdays.

**ALL WATERING IS PROHIBITED DURING
THE HOURS OF 10:00 AM – 6:00 PM**

Section 4. In the event the City Manager declares Stage 3, all of the requirements of Stages 1 and 2 remain in effect during Stage3 with the following schedule that shall apply for irrigation of existing landscape areas with hose-end sprinklers or automatic irrigation systems:

- a) Street addresses ending in odd numbers (1,3,5,7,9) may commence watering on Mondays
- b) Street addresses ending in even numbers (0,2,4,6,8) may commence watering on Wednesdays
- c) Public Schools, FM 544 Business District Area, City and HOA entries/medians may commence watering on Fridays

**ALL WATERING IS PROHIBITED DURING
THE HOURS OF 10:00 AM – 6:00 PM**

Section 5. In the event the City Manager declares Stage 4, all of the requirements of Stages 2 and 3 remain in effect during Stage 4 with the same irrigation schedule listed in Stage 3 and, in addition a water rate surcharge for water usage will apply as follows:

Gallons

Rate

0 – 15,000	1.25 times the regular rate
15,001-30,000	2 times the regular rate
30,001 – 45,000	2.5 times the regular rate
45,001 +	3 times the regular rate

Section 6. Stage 5 – Emergency Water Shortage/Water Rationing Requirements

All of the requirements of Stage 2, 3, and 4 remain in effect during Stage 5 and, in addition, the following requirements will apply:

- (1) The irrigation of landscaped areas is prohibited at all time by any means.
- (2) The use of water to wash any vehicle, including without limitation, a motor vehicle, motorcycle, boat, trailer, or airplane, including the premises of a commercial car wash or commercial service station, is prohibited at all times.

Section 7. Enforcement

(a) No person shall knowingly or intentionally allow the use of water from the City for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of the Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the City Manager or his/her designee in accordance with provisions of the Plan.

(b) Any person who violates the Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of \$1.00 and not more than \$2,000. Each day that one or more of the provisions in the Plan is violated shall constitute a separate offense. If a person is convicted of three (3) or more distinct violations of the Plan, the City Manager or his/her designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$50, and any other costs incurred by the City in discontinuing service. In addition, suitable assurance must be given to the City Manager or his/her designee that the same action shall not be repeated while the Plan is in effect. Compliance with this Plan may also be sought through injunctive relief in the district court.

(c) Any person, including a person classified as a water customer of the City, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of the Plan and that the parent could not have reasonably known of the violation.

(d) Any employee of the city, police officer, or other employee designated by the City Manager, may issue a citation to a person he/she reasonably believes to be in violation of this chapter. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation for which the date shall not be less than three (3) days nor more than five (5) days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over fourteen (14) years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of the Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

Section 8. Variances.

(a) The City Manager or his/her designee may, in writing, grant a temporary variance of existing water uses otherwise prohibited under the Plan if the City Manager or his/her designee determines that the failure to grant such a variance would cause an emergency condition adversely affecting the public health, safety or welfare, or the person requesting the variance would suffer an undue hardship and the person demonstrates that:

- (1) Compliance with the Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect; or
- (2) Alternative methods can be implemented which will achieve a similar level of

(b) Plan or a particular drought response stage has been initiated. A petition for a variance must include the following:

- (1) The name and address of petitioners;
- (2) The purpose of the intended water use;
- (3) The specific requirement of the Plan from which the petitioner is requesting relief;
- (4) A detailed statement as to how the specific requirement creates a hardship unique to the petitioner or adversely affects the petitioner, and a statement as to what damage or harm will occur to the petitioner or others if the petitioner complies with this article;
- (5) A description of the relief requested;
- (6) The period of time for which the variance is sought; and

(7) A description of what alternative water use restrictions or other measures the petitioner is taking or proposes to take in order to meet the intent of this Plan.

(c) Unless waived or modified in writing by the City Manager or his/her designee, a variance granted under this section shall include a timetable for compliance and shall contain a condition terminating the variance if the petitioner fails to meet a specified requirement of the variance.

(d) A variance expires when a particular Drought Response Stage is no longer in effect. No variance will be retroactive or otherwise justify any violation of this Plan that occurs prior to the issuance of the variance."

Section 9. All wholesale water contracts entered into or renewed after adoption of this ordinance, including contract extensions, shall include a provision that requires all wholesale water customers of the City to comply with the provisions of this ordinance.

Section 10. This Plan shall be coordinated with the Region C Water Planning Group and with North Texas Municipal Water District, as required by TCEQ, to insure consistency with the appropriate approved regional water plan.

Section 11. SEVERABILITY CLAUSE

If any word, section, article, phrase, paragraph, sentence, clause or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect, for any reason, the validity of the remaining portions of this ordinance and the remaining portions shall remain in full force and effect.

Section 12. The City Council does hereby find and declare that sufficient written notice of the date, hour, place and subject of the meeting adopting this Ordinance was posted at a designated place convenient to the public for the time required by law preceding the meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the posting thereof.

Section 13. Should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected.

Section 14. The City Manager or his designee is hereby directed to file a copy of the Plan and this Ordinance with the Commission in accordance with Title 30, Chapter 288 of the Texas Administrative Code.

Section 15. The City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this ordinance as an alternative method of publication provided by law.

Passed by the City Council on this 16st day of August, 2011.

Bret Baldwin, Mayor

Attest:

Aimee Nemer, City Secretary

APPENDIX A
LIST OF REFERENCES

Appendix A List of References

- (1) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter B, Rule 288.20, downloaded from <http://www.tnrcc.state.tx.us/oprd/rules/pdflib/288a.pdf>, July 2007.
- (2) Freese and Nichols, Inc.: *North Texas Municipal Water District Water Conservation and Drought Contingency and Water Emergency Response Plan*, prepared for the North Texas Municipal Water District, Fort Worth, March 2008.

The following conservation and drought contingency plans and related documents were reviewed in the development of this plan. References marked with a * were used heavily in the development of this plan.

- (3) City of Austin Water Conservation Division: "City of Austin Water Drought Contingency Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (4) City of Austin Water Conservation Division: "City of Austin Water Conservation Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (5) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan," adopted by the Board of Directors, Lewisville, August 5, 1999.
- (6) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan (2002 Amended)," adopted by the Board of Directors, Lewisville, February 2002.
- (7) *City of Dallas Water Utilities Department: "City of Dallas Water Management Plan," adopted by the City Council, Dallas, September 1999.
- (8) Updates to City of Dallas Water Management Plan found at <http://www.dallascityhall.com> in September 2003.
- (9) *City of Dallas Water Utilities Department: "City of Dallas Water Conservation Plan," adopted by the City Council, Dallas, September 1999.
- (10) *City of Fort Worth: "Water Conservation plan for the City of Fort Worth," Fort Worth, August 1999.
- (11) Updates to the City of Fort Worth water conservation plan found at <http://ci.fort-worth.tx.us> in September 2003.
- (12) *City of Fort Worth: "Emergency Water Management Plan for the City of Fort Worth," Fort Worth, August 19, 2003.

- (13) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, February 2000.
- (14) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for Brown County Water Improvement District No. 1, Fort Worth, August 1999.
- (15) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for the Sabine River Authority of Texas, Fort Worth, September 1994.
- (16) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, June 1998.
- (17) HDR Engineering, Inc.: "Water Conservation Plan for the City of Corpus Christi," adopted by the City of Corpus Christi City Council, August 24, 1999.
- (18) City of Houston's water conservation plan downloaded September 2003 from <http://www.cityofhouston.gov>
- (19) City of Houston: "Ordinance N. 2001-753, Amending Chapter 47 of the Code of Ordinances Relating to Water Emergencies," Houston, August 2001.
- (20) City of Houston: "Ordinance No. 98-764, Relating to Water Conservation," Houston, September 1998.
- (21) City of Houston: "Water Conservation Plan," 1998.
- (22) City of Houston: "Water Emergency Response Plan," Houston, July 15, 1998.
- (23) City of Lubbock: "Water Conservation Plan," ordinance number 10177 adopted by the City Council in August 1999.
- (24) City of El Paso Water Conservation Ordinance downloaded August 14, 2003 from <http://www.epwu.org/ordinance.html>
- (25) San Antonio Water System: "Water Conservation and Reuse Plan," San Antonio, November 1998 with June 2002 updates.
- (26) North Texas Municipal Water District: "District Policy No. 24 Water Conservation Plan Containing Drought Contingency Plan," adopted August 1999.
- (27) GDS Associates, Inc.: "Water Conservation Study," prepared for the Texas Water Development Board, Fort Worth, 2002.
- (28) A & N Technical Services, Inc.: "BMP Costs & Savings Study: A Guide to Data and Methods for Cost-Effectiveness Analysis of Urban Water Conservation Best Management Practices," prepared for The California Urban Water Conservation Council, Santa Monica, California, July 2000.
- (29) *City of Dallas: "City of Dallas Ordinances, Chapter 49, Section 21.1," Dallas, October 1, 2001.

APPENDIX B

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES
ON DROUGHT CONTINGENCY PLANS**

APPENDIX B

Texas Commission on Environmental Quality Rules on Drought Contingency Plans

Texas Administrative Code

<u>TITLE 30</u>	ENVIRONMENTAL QUALITY
<u>PART 1</u>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<u>CHAPTER 288</u>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<u>SUBCHAPTER B</u>	DROUGHT CONTINGENCY PLANS
RULE §288.20	Drought Contingency Plans for Municipal Uses by Public Water Suppliers

- (a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.
- (1) Minimum requirements. Drought contingency plans must include the following minimum elements.
- (A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.
- (B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.
- (C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.
- (D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.
- (E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:
- (i) reduction in available water supply up to a repeat of the drought of record;
 - (ii) water production or distribution system limitations;
 - (iii) supply source contamination; or
 - (iv) system outage due to the failure or damage of major water system components (e.g., pumps).
- (F) The drought contingency plan must include the specific, quantified targets for water use reductions to be achieved during periods of water shortage and

drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.

- (G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:
 - (i) curtailment of non-essential water uses; and
 - (ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).
 - (H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.
 - (I) The drought contingency plan must include procedures for granting variances to the plan.
 - (J) The drought contingency plan must include procedures for the enforcement of any mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.
- (2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.
 - (3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.
- (b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.
 - (c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

Source Note: The provisions of this §288.20 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384.

APPENDIX C

**LETTERS TO REGION C AND REGION D
WATER PLANNING GROUPS**

Sample letter to

Date

Region C Water Planning Group
c/o North Texas Municipal Water District
P.O. Box 2408
Wylie, TX 75098

Dear Sir:

Enclosed please find a copy of the updated Drought Contingency and Water Emergency Response Plan for City of Murphy of the North Texas Municipal Water District. I am submitting a copy of this plan to the Region C Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The Board of the North Texas Municipal Water District adopted the updated model plan on March 2008.

Sincerely,

James Fisher, City Manager
City of Murphy

Sample letter by NTMWD

Date

Mr. Jim Thompson
Chair, Region D Water Planning Group
P.O. Box 1107
Atlanta, TX 75551

Dear Mr. Thompson:

Enclosed please find a copy of the recently updated Drought Contingency and Water Emergency Response Plan for City of Murphy of the North Texas Municipal Water District. I am submitting a copy of this plan to the Region C Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The Board of the North Texas Municipal Water District adopted the updated model plan on -----date..

Sincerely,

James M. Parks, Executive Director
North Texas Municipal Water District

APPENDIX D

**ADOPTION OF DROUGHT CONTINGENCY
AND WATER EMERGENCY RESPONSE PLAN**

**City of Murphy
Drought Contingency and
Water Emergency Response Plan
AS A North Texas Municipal Water District Customer**

1. INTRODUCTION AND OBJECTIVES

This plan addresses all of the current TCEQ requirements for a drought contingency plan. This plan replaces the plan/ordinances dated August 2000 and August 2006.

The measures included in this drought contingency and water emergency response plan are intended to provide short-term water savings during drought or emergency conditions. Water savings associated with ongoing, long-term strategies are discussed in the *Model Water Conservation Plan for North Texas Municipal Water District Member Cities and Customers*.²

The purpose of this drought contingency and water emergency response plan is as follows:

- To conserve the available water supply in times of drought and emergency
- To maintain supplies for domestic water use, sanitation, and fire protection
- To protect and preserve public health, welfare, and safety
- To minimize the adverse impacts of water supply shortages
- To minimize the adverse impacts of emergency water supply conditions.

The NTMWD supplies treated water to its Customers. This plan was developed by NTMWD in consultation with its Member Cities. In order to adopt this plan, each NTMWD Customer will need to adopt ordinance(s) or regulation(s) implementing the plan, including the determination of fines and enforcement procedures. The plan calls for Customers to adopt drought stages initiated by NTMWD during a drought or water supply emergency. NTMWD Customers may also adopt more stringent drought or water emergency response stages than NTMWD if conditions warrant.

A drought is defined as an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources, in this case reservoirs, to be depleted. In the absence of drought response measures, water demands tend to increase during a drought due to the need for additional outdoor irrigation. The severity of a drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies. The NTMWD considers a drought to end when all of its supply reservoirs refill to the conservation storage pool.

2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code, a current copy of which is included in Appendix B. For the purpose of these rules, a drought contingency plan is defined as “a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.”¹

Minimum Requirements

TCEQ’s minimum requirements for drought contingency plans are addressed in the following subsections of this report:

- 288.20(a)(1)(A) – Provisions to Inform the Public and Provide Opportunity for Public Input – Section 3.1
- 288.20(a)(1)(B) – Provisions for Continuing Public Education and Information – Section 3.2
- 288.20(a)(1)(C) – Coordination with the Regional Water Planning Group – Section 3.7
- 288.20(a)(1)(D) – Criteria for Initiation and Termination of Drought Stages – Section 3.3
- 288.20(a)(1)(E) – Drought and Emergency Response Stages – Section 3.4
- 288.20(a)(1)(F) – Specific, Quantified Targets for Water Use Reductions – Section 3.4
- 288.20(a)(1)(G) – Water Supply and Demand Management Measures for Each Stage – Section 3.4
- 288.20(a)(1)(H) – Procedures for Initiation and Termination of Drought Stages – Section 3.3
- 288.20(a)(1)(I) - Procedures for Granting Variances – Section 3.5
- 288.20(a)(1)(J) - Procedures for Enforcement of Mandatory Restrictions – Section 3.6
- 288.20(a)(3) – Consultation with Wholesale Supplier – Sections 1, 3.3, and 3.4
- 288.20(b) – Notification of Implementation of Mandatory Measures – Section 3.3
- 288.20(c) – Review and Update of Plan – Section 3.8

3. DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN

3.1 Provisions to Inform the Public and Opportunity for Public Input

City of Murphy will provide opportunity for public input in the development of this drought contingency and water emergency response plan by the following means:

- Providing written notice of the proposed plan and the opportunity to comment on the plan by newspaper, posted notice, and notice on the City's web site.
- Making the draft plan available on the City's web site.
- Providing the draft plan to anyone requesting a copy.
- Holding a public meeting.

3.2 Provisions for Continuing Public Education and Information

City of Murphy will inform and educate the public about the drought contingency and water emergency response plan by the following means:

- Preparing a bulletin describing the plan and making it available at city hall and other appropriate locations.
- Making the plan available to the public through the City's web site.
- Including information about the drought contingency and water emergency response plan on the City's web site.
- Notifying local organizations, schools, and civic groups that staff are available to make presentations on the drought contingency and water emergency response plan (usually in conjunction with presentations on water conservation programs).

At any time that the drought contingency and water emergency response plan is activated or the drought stage or water emergency response stage changes, City of Murphy will notify local media of the issues, the drought response stage or water emergency response stage (if applicable), and the specific actions required of the public. The information will also be publicized on the City's web site. Billing inserts will also be used as appropriate.

3.3 Initiation and Termination of Drought or Water Emergency Response Stages

Initiation of a Drought or Water Emergency Response Stage

The City Manager, or official designee may order the implementation of a drought or water emergency response stage when one or more of the trigger conditions for that stage is met. The following actions will be taken when a drought or water emergency response stage is initiated:

- The public will be notified through local media and the City's web site as described in Section 3.2.

- The NTMWD will be notified by e-mail with a follow-up letter or fax that provides details of the reasons for initiation of the drought/water emergency response stage.
- If any mandatory provisions of the drought contingency and water emergency response plan are activated, City of Murphy will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within 5 business days.

Drought contingency and water emergency response stages imposed by NTMWD action must be initiated by Member Cities and Customers. For other trigger conditions internal to City of Murphy, the City Manager, or official designee may decide not to order the implementation of a drought response stage or water emergency even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for this decision should be documented.

Termination of a Drought or Water Emergency Response Stage

The City Manager or official designee may order the termination of a drought or water emergency response stage when the conditions for termination are met or at their discretion. The following actions will be taken when a drought or emergency response stage is terminated:

- The public will be notified through local media and the City's web site as described in Section 3.2.
- The NTMWD will be notified by e-mail with a follow-up letter or fax.
- If any mandatory provisions of the drought contingency and water emergency response plan that have been activated are terminated, City of Murphy will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within 5 business days.

The City Manager or official designee may decide not to order the termination of a drought or water emergency response stage even though the conditions for termination of the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the drought stage. The reason for this decision should be documented.

Drought Contingency and Water Emergency Response Stages and Measures

Stage 1

Initiation and Termination Conditions for Stage 1

- The NTMWD has initiated Stage 1, which may be initiated due to one or more of the following:
 - The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 1.
 - Water demand is projected to approach the limit of the permitted supply.
 - The storage in Lavon Lake is less than 65 percent of the total conservation pool capacity.
 - NTMWD's storage in Jim Chapman Lake is less than 65 percent of NTMWD's total conservation pool capacity.
 - The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Mild drought.
 - NTMWD has concern that Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source may be limited in availability in the next 6 months.
 - NTMWD water demand exceeds 90 percent of the amount that can be delivered to customers for three consecutive days.
 - Water demand for all or part of NTMWD's delivery system approaches delivery capacity because delivery capacity is inadequate.
 - NTMWD's supply source becomes contaminated.
 - NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- City's water demand exceeds 90 percent of the amount that can be delivered to customers for three consecutive days.
- City's water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- City's water supply system is unable to deliver water due to the failure or damage of major water system components.
- City's individual plan may be implemented if other criteria dictate.

Stage 1 may terminate when NTMWD terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 no longer prevail.

Goal for Use Reduction and Actions Available under Stage 1

Stage 1 is intended to raise public awareness of potential drought or water emergency problems. The goal for water use reduction under Stage 1 is a two percent reduction in the amount of water produced by NTMWD. The City Manager or official designee may order the implementation of any of the actions listed below, as deemed necessary:

- Request voluntary reductions in water use by the public.
- Increase public education efforts on ways to reduce water use.
- Review the problems that caused the initiation of Stage 1.
- Intensify efforts on leak detection and repair.
- Reduce non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.)
- Notify major water users and work with them to achieve voluntary water use reductions.
- Reduce city government water use for landscape irrigation.
- Ask the public to follow voluntary landscape watering schedules.

Stage 2

Initiation and Termination Conditions for Stage 2

- The NTMWD has initiated Stage 2, which may be initiated due to one or more of the following:
 - The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 2.
 - Water demand is projected to approach the limit of the permitted supply.
 - The storage in Lavon Lake is less than 55 percent of the total conservation pool capacity.
 - NTMWD's storage in Jim Chapman Lake is less than 55 percent of NTMWD's total conservation pool capacity.
 - The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Mild drought.
 - NTMWD has concern that Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source may be limited in availability in the next 3 months.
 - NTMWD water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.
 - NTMWD water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.

- NTMWD's supply source becomes contaminated.
- NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- City's water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.
- City's water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- City's water supply system is unable to deliver water due to the failure or damage of major water system components.
- City's individual plan may be implemented if other criteria dictate.

Stage 2 may terminate when NTMWD terminates its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail.

Goal for Use Reduction and Actions Available under Stage 2

The goal for water use reduction under Stage 2 is a five percent reduction in the amount of water produced by NTMWD. If circumstances warrant or if required by NTMWD, the City Manager, or official designee can set a goal for greater water use reduction. The City Manager, or official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. The City must notify TCEQ and NTMWD within five business days if these measures are implemented:

- Continue or initiate any actions available under Stage 1.
- Initiate engineering studies to evaluate alternatives should conditions worsen.
- Further accelerate public education efforts on ways to reduce water use.
- Halt non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.)
- Encourage the public to wait until the current drought or emergency situation has passed before establishing new landscaping.
- **Requires Notification to TCEQ** – Limit landscape watering with sprinklers or irrigation systems to no more than two days per week. An exception is allowed for landscape associated with new construction that may be watered as necessary for 30 days from the date of the certificate of occupancy. An exemption is also allowed for registered and properly functioning ET/Smart irrigation systems and drip irrigation systems, which do not have restrictions to the number of days per week of operation.
- **Requires Notification to TCEQ** – Restrict landscape and lawn irrigation from 10 AM to 6 PM beginning April 1 through October 31 of each year.

- **Requires Notification to TCEQ** – Prohibit planting of cool season grasses (such as rye grass or other similar grasses) that intensify cool season water requirements.

Stage 3

Initiation and Termination Conditions for Stage 3

- The NTMWD has initiated Stage 3, which may be initiated due to one or more of the following:
 - The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 3.
 - Water demand is projected to approach or exceed the limit of the permitted supply.
 - The storage in Lavon Lake is less than 45 percent of the total conservation pool capacity.
 - NTMWD's storage in Jim Chapman Lake is less than 45 percent of NTMWD's total conservation pool capacity.
 - The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Moderate drought. (Measures required by SRA under a Moderate drought designation are similar to those under NTMWD's Stage 3.)
 - The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become limited in availability.
 - NTMWD water demand exceeds 98 percent of the amount that can be delivered to customers for three consecutive days.
 - NTMWD water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
 - NTMWD's supply source becomes contaminated.
 - NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- City's water demand exceeds 98 percent of the amount that can be delivered to customers for three consecutive days.
- City's water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- City's water supply system is unable to deliver water due to the failure or damage of major water system components.
- City's individual plan may be implemented if other criteria dictate.

Stage 3 may terminate when NTMWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail.

Goals for Use Reduction and Actions Available under Stage 3

The goal for water use reduction under Stage 3 is a reduction of ten percent in the amount of water obtained from NTMWD. If circumstances warrant or if required by NTMWD, the City Manager, or official designee can set a goal for a greater water use reduction.

The City Manager or official designee must implement any action(s) required by NTMWD. In addition, the City Manager, or official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as “requires notification to TCEQ” impose mandatory requirements on customers. The City must notify TCEQ and NTMWD within five business days if these measures are implemented:

- Continue or initiate any actions available under Stages 1 and 2.
- Implement viable alternative water supply strategies.
- **Requires Notification to TCEQ** – Initiate mandatory water use restrictions as follows:
 - Prohibit hosing of paved areas, buildings, or windows. (Pressure washing of impervious surfaces is allowed.)
 - Prohibit operation of all ornamental fountains or other amenity impoundments to the extent they use treated water.
 - Prohibit washing or rinsing of vehicles by hose except with a hose end cutoff nozzle.
 - Prohibit using water in such a manner as to allow runoff or other waste.
- **Requires Notification to TCEQ** – Limit landscape watering with sprinklers or irrigation systems at each service address to once every seven days. Exceptions are as follows:
 - Foundations, new landscaping, new plantings (first year) of shrubs, and trees may be watered for up to 2 hours on any day by a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system.
 - Golf courses may water greens and tee boxes without restrictions.
 - Public athletic fields used for competition may be watered twice per week.
 - Locations using other sources of water supply for irrigation may irrigate without restrictions.
 - Registered and properly functioning ET/Smart irrigation systems and drip irrigation systems may irrigate without restrictions.
- **Requires Notification to TCEQ** – Limit landscape watering with sprinklers or irrigation systems between November 1 and March 31 to once every two weeks. An exception is allowed for landscape associated with new construction that may be watered as necessary for 30 days from the date of the certificate of occupancy, temporary certificate of occupancy, or certificate of completion.

- **Requires Notification to TCEQ** – Prohibit hydroseeding, hydromulching, and sprigging.
- **Requires Notification to TCEQ** – Existing swimming pools may not be drained and refilled (except to replace normal water loss).
- **Requires Notification to TCEQ** - Initiate a rate surcharge as requested by NTMWD.
- **Requires Notification to TCEQ** - Initiate a rate surcharge for all water use over a certain level.
- **Requires Notification to TCEQ** – Prohibit watering of golf courses using treated water, except as needed to keep greens and tee boxes alive.

Stage 4

Initiation and Termination Conditions for Stage 4

- The NTMWD has initiated Stage 4, which may be initiated due to one or more of the following:
 - The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 4.
 - Water demand is projected to approach or exceed the limit of the permitted supply.
 - The storage in Lavon Lake is less than 35 percent of the total conservation pool capacity.
 - NTMWD's storage in Jim Chapman Lake is less than 35 percent of NTMWD's total conservation pool capacity.
 - The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a severe drought or emergency.
 - The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become severely limited in availability.
 - NTMWD water demand exceeds the amount that can be delivered to customers.
 - NTMWD water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
 - NTMWD's supply source becomes contaminated.
 - NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- City's water demand exceeds the amount that can be delivered to customers.
- City's water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.

- Supply source becomes contaminated.
- City’s water supply system is unable to deliver water due to the failure or damage of major water system components.
- City’s individual plan may be implemented if other criteria dictate.

Stage 4 may terminate when NTMWD terminates its Stage 4 condition or when the circumstances that caused the initiation of Stage 4 no longer prevail.

Goals for Use Reduction and Actions Available under Stage 4

The goal for water use reduction under Stage 4 is a reduction of whatever amount is necessary in the amount of water obtained from NTMWD. If circumstances warrant or if required by NTMWD, the City Manager, or official designee can set a goal for a greater water use reduction.

The City Manager or official designee must implement any action(s) required by NTMWD. In addition, the City Manager, or official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as “requires notification to TCEQ” impose mandatory requirements on member cities and customers. The City must notify TCEQ and NTMWD within five business days if these measures are implemented.

- Continue or initiate any actions available under Stages 1, 2, and 3.
- Implement viable alternative water supply strategies.
- **Requires Notification to TCEQ** – Prohibit the irrigation of new landscaping using treated water.
- **Requires Notification to TCEQ** – Prohibit washing of vehicles except as necessary for health, sanitation, or safety reasons.
- **Requires Notification to TCEQ** – Prohibit commercial and residential landscape watering, except that foundations and trees may be watered for 2 hours on any day with a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system. ET/Smart controllers and drip irrigation systems are not exempt from this requirement..
- **Requires Notification to TCEQ** – Prohibit golf course watering with treated water except for greens and tee boxes.
- **Requires Notification to TCEQ** – Prohibit the permitting of private pools. Pools already permitted may be completed and filled with water. Existing private and public pools may add water to maintain pool levels but may not be drained and re-filled.
- **Requires Notification to TCEQ** – Require all commercial water users to reduce water use by a percentage established by the City Manager, or official designee.
- **Requires Notification to TCEQ** - Initiate a rate surcharge for all water use over normal rates for all water use.

3.4 Procedures for Granting Variances to the Plan

The City Manager or official designee may grant temporary variances for existing water uses otherwise prohibited under this drought contingency and water emergency response plan if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance.
- Compliance with this plan cannot be accomplished due to technical or other limitations.
- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances shall be granted or denied at the discretion of the City Manager or official designee. All petitions for variances should be in writing and should include the following information:

- Name and address of the petitioners
- Purpose of water use
- Specific provisions from which relief is requested
- Detailed statement of the adverse effect of the provision from which relief is requested
- Description of the relief requested
- Period of time for which the variance is sought
- Alternative measures that will be taken to reduce water use
- Other pertinent information.

3.5 Procedures for Enforcing Mandatory Water Use Restrictions

Mandatory water use restrictions may be imposed in Stage 2, Stage 3 and Stage 4 drought contingency and water emergency response stages. The penalties associated with the mandatory water use restrictions will be determined by City Ordinance.

3.6 Coordination with the Regional Water Planning Group and NTMWD

The City will send a draft of its ordinance(s) or other regulation(s) implementing this plan to NTMWD for their review and comment. The City will also send the final ordinance(s) or other regulation(s) to NTMWD.

3.7 Review and Update of Drought Contingency and Water Emergency Response Plan

As required by TCEQ rules, the City of Murphy must review the drought contingency and water emergency response plan every five (5) years. The plan will be updated as appropriate based on new or updated information.

Issue

Consider and/ or act upon an ordinance of the City Council of the City of Murphy, Texas, repealing ordinance no. 06-07-699 in its entirety, repealing ordinance no. 11-03-875, amending article 82, section ix, drought contingency and water emergency response plan; establishing procedures and criteria for declaring a water emergency and implementing and terminating drought response stages; establishing restrictions on certain water uses during drought responses stages; establishing penalties for violating the restrictions and provisions for enforcement of these restrictions; establishing procedures for granting variances; providing for the adequate watering of landscaping and new grass; providing a severability clause; providing a penalty clause; and providing an effective date.

Background

The City approved the drought contingency plan in March of this year. However, the section that outlines the enforcement provision was not very clear and confusing. This new ordinance attempts to clarify this issue by specifically listing days certain people can water and a statement that prohibits watering from 10 am – 6 pm. Also, the days for watering have been modified since the City Council meeting on August 9th. Stage 3 only allows watering one day a week, so staff structured Stage 3 as to provide watering on Monday, Wednesday and Friday for the three sections of town.

Financial Considerations

There is a financial impact to the City's Utility Fund Budget as more people conserve, hopefully, water revenues may decrease. If the City enters Stage 4, then our customers will feel an impact as there is a surcharge on all levels of water usage.

Staff Recommendation

Staff recommends approval of this ordinance.

Attachments

- 1) Proposed Ordinance

James Fisher, City Manager

Submitted By

Issue

Discussion on the maintenance of the drainage ditches located in the Timbers Subdivision.

Background

The City Received the following email from a resident in the Timbers:

I, Shannon Ashberry, am a resident of the city of Murphy, and it recently came to my attention that the Timbers HOA owns and is responsible for a drainage ditch that starts in the city of Richardson and ends with the city park off of Pine Top drive. The city needs to own this ditch and maintain it as it clearly affects both the city of Richardson and the city of Murphy, and how well the Timbers HOA maintains it or does not maintain it has a direct impact on both municipalities. So why isn't this owned by the city? The president of the Timbers HOA will rally the board to sell the land back to the city for \$1.00, and all you have to do is ask. If, by chance, the city does not move to buy the drainage ditch then I will suggest that the HOA stop paying taxes on the land so that the property is given back to the state, and I'm almost certain that the state isn't going to sell it back to the city for \$1.00. So please take whatever action necessary to bring this before the city council. I understand that the city is considering improving the city park, and it would be a shame for this ditch to negatively impact the investment that the city is going to make in improvements to the park when the city has within it's power the option to obtain the ditch at virtually zero cost.

Sincerely,

*Shannon Ashberry
436 Walnut Dr
Murphy, TX*

These ditches are a main source for drainage for city streets and provide a vital function for the city. I have asked the City Engineer to review the plats for this area and his comments is as follows

*In the Timbers No. 6, Phase 1, the drainage course about 70 feet in width and is situated between Briar Oak Dr. and Oakbluff Dr. It conveys storm water runoff easterly from Murphy Road to Hawthorn Dr. The drainage course appears to be fully contained in Lot 23, Block D of the Timbers No. 6, Phase I Addition and labeled "Common Area". **Note 4 on the Final Plat indicates all common areas are to be maintained by the Homeowners Association.***

*In the Timbers No. 6, Phase II, the drainage course continues at about 70 feet width and is situated east of Mesquite Court and west of Rainforest Court. It discharges into Bunny Run Park immediately north of Mimosa Dr. The drainage course appears to be fully contained in :Common Area 1" and "Common Area 2" on the plat. Both "common areas" are also labeled "Drainage Easement". **Note 4 on the face of the plat states that all common areas are to be maintained by the homeowners association.** However, unlike Timbers 6-1, this plat also states that common area 1 and 2 is a drainage easement "dedicated to the City of Murphy....and the City of Murphy shall have the right to remove and keep removed.....and the right to maintain (all paraphrased for brevity).*

Financial Considerations

The City currently maintains the drainage area between Woodlake and Sycamore Drives at a cost of approximately \$2040 per year. This is contracted mowing at twice a month for 9 months. The City cleaned out the ditch between Briar Oak and Oakbluff Drives in 2009. (I do not recall the cost involved but we spent at least two solid weeks with a full crew.)

Staff Recommendation

These ditches need to be included in the City's contract mowing agreement and be maintained on a regular basis.

Attachments

- 1) Timbers No. 3 and No. 4 Drainage Channel Location Map
- 2) Timbers No. 4 and No. 5 Drainage Channel Location Map
- 3) Timbers No. 6 Drainage Channel Location Map

James Fisher, City Manager
Submitted by

Timbers No. 3 and No. 4
Drainage Channel Location Map



**Timbers No. 4 and Timbers No. 5- Phase I
Drainage Channel Location Map**



**Timbers No. 5, Phase I
And
Timbers No. 4**
Drainage Channel in Drainage Easement to City
(No HOA Maintenance Requirement Shown on

**Drainage Channel Outfall
into Bunny Run Park**

City of Murphy, Texas
Timbers No. 6 Phase I and Phase II – Drainage Channels

